



## Mobile Deposit Agreement

This Agreement contains the terms and conditions that apply to use of **Auto Club Trust, FSB's** ("we", "us", "the Bank") **Mobile Deposit Service** ("Service"). In this Agreement, the words "you" and "your" refer to you as the person entering into this Agreement. The words "you" and "your" also include any user you authorize to use the Service on your behalf. The words "we," "us," and "our" refer to *Auto Club Trust, FSB*.

OTHER AGREEMENTS YOU MAY HAVE ENTERED INTO WITH US INCLUDING ONLINE BANKING, MOBILE SERVICES, DEPOSIT ACCOUNT AND RELATED ACCOUNT DISCLOSURES AND FEE SCHEDULES ARE INCORPORATED BY REFERENCE AND MADE A PART OF THIS AGREEMENT AND ALSO APPLY TO TRANSACTIONS MADE USING THE MOBILE DEPOSIT SERVICE. THESE TERMS AND CONDITIONS MAY BE AMENDED, SUPPLEMENTED OR CHANGED AT ANY TIME. **FAILURE TO COMPLY WITH ANY OF THESE TERMS MAY RESULT IN YOUR SUSPENSION OR TERMINATION OF USING THE MOBILE DEPOSIT SERVICE.**

**By using the Mobile Deposit Service ("Service"), you acknowledge and accept this Agreement and agree to be bound by these terms and conditions in order to use the Service and to conduct mobile deposits.**

- 1. Customer Acknowledgement.** Customer understands that any action taken pursuant to this Agreement will be conducted by electronic means or methods which comply with the operating and security procedures applicable to this Service. Customer affirms that Customer's acts described in this Agreement will be attributed to Customer and will constitute the duly authorized electronic signature of Customer.
- 2. Features and Services.** The Bank's Mobile Deposit Service ("Service") is designed to allow you to make deposits into Service eligible accounts from and certain software and hardware (such as a smartphone or other mobile device) approved by us using the Bank's Mobile Banking Application ("Mobile App"). The use of your software and hardware in conjunction with the Service allows check images or items and information to be captured and delivered electronically along with the associated deposit information to the Bank or the Bank's third-party service provider for deposit processing into your designated account(s).

The Service converts your check image into substitute check or Image Replacement Document ("IRD"), in accordance with the Check Clearing for the 21<sup>st</sup> Century Act ("Check 21 Act") and Federal Reserve Board Regulation CC ("Reg CC") to facilitate the deposit and collection of checks. When the image of the check transmitted to the Bank is converted to an IRD for subsequent presentment and collection, it shall thereafter be an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

- 3. Eligibility Requirements and Use of Service.** In order to be eligible for the Service, you must be at least 18 years of age, an account holder or designated as an authorized signer of an active, eligible account and be approved by the Bank subject to qualification/eligibility criteria described on our website [www.aaabanking.com](http://www.aaabanking.com). To use the Service, you must also agree to the Internet or Online Banking and Mobile Service Agreements and meet the Bank's or third party provider's required standards of the submission and receipt of eligible deposit items and associated deposit information.

Additionally, use of the Service will be subject to the terms or instructions which may appear within the Mobile App or Mobile Banking Services when you access or use the Service; within user guides; and/or other information or documentation that the Bank may provide to you on the website [www.aaabanking.com](http://www.aaabanking.com) or through other methods.

Your use of the Service is also subject to, and you agree to comply with the applicable state and federal rules, laws and regulations which may include: National Automated Clearinghouse Association (NACHA) and other applicable Automated Clearing House (ACH) rules, regulations, circulars or agreements; the Check 21 Act; Regulation CC; Office

of Foreign Asset Control; the Bank Secrecy Act; the USA PATRIOT Act; the Uniform Commercial Code; and others that may be amended from time to time.

- 4. Changes or Discontinuation of Service.** The Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the Service, in whole or in part, or your use of the Service, in whole or part, immediately and at any time without prior notice to you. You may also discontinue your use of the Service at any time by notifying us.
- 5. Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by us. Current hardware and software specification and requirements are available via the Bank's website [www.aaabanking.com](http://www.aaabanking.com). The Bank is not responsible for any third party software you may need to use the Service. Any such software is subject to the terms and conditions of the software agreement with the third party software provider of the software for your use.
- 6. Eligible Items.** You agree to deposit through use of this Service, only checks or items as defined in Federal Reserve Board Regulation CC ("Reg CC").

Further, you agree that you will not deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than you (also referred to as a "third party" check)
- Checks written or drawn off of any business account that you own or are a signor on or for; or any account for which you are a principal, officer or authorized signor
- Checks containing an obvious alteration to any of the fields on the front of the check, or which you know or suspect or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks previously converted to a substitute check or IRD, as defined in Check 21 and Reg CC
- Checks drawn on a financial institution located outside the United States
- Checks that are remotely created checks, as defined in Reg. CC
- Checks not payable in United States currency
- Checks dated more than 6 months prior to the date of deposit
- Checks payable on sight or payable through drafts, as defined in Reg. CC
- Checks with any endorsement on the back other than that specified in this Agreement
- Checks previously endorsed by a financial institution
- Checks with duplicate MICR code lines
- Checks with a missing, invalid or incorrect routing number
- Photocopies or other non-original Checks when they are transmitted
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution
- Checks containing an obvious alteration, or which you know or suspect or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks or items prohibited by the Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your account with us

**Notice** – any check that you attempt to deposit using the Service is subject to verification by the Bank. At our discretion, as a service to you, we may accept for deposit by exception basis certain items that may otherwise be considered ineligible according to this Agreement. Accepting for deposit any items on an exception basis should not be considered a change to the eligible items as outlined in this Agreement. We may reject an item for deposit for any reason and we will not be liable to you. In those cases, you will need to deposit the item using other means or methods including visiting a Bank branch, ATM or other non-Bank ATM which accepts foreign items for deposit.

- 7. Check Requirements, Endorsements and Procedures.** Any image of a check or other item that you transmit to the Bank must accurately and legibly provide all the information on the front and back of the check at the time it was presented to you. You agree to sign and restrictively endorse any item transmitted through the Service as “For Deposit Only, to account # \_\_\_\_\_” or as otherwise instructed by us. For security purposes, you may include only the last 4 digits of your account number. You also agree that should we accept your items on an exception basis that you transmitted to us without signature or valid endorsement, we may supply an endorsement on your behalf.

**Check or Deposited Item Information:** the items presented to us for deposit must provide the following information:

- Identification of the drawer and paying bank that is preprinted on the check, including complete full-field and accurate MICR line, routing transit number, number of the account for which the account is drawn, and drawers signatures;
- Amount, payee, date, check number, and other information such as required identification written on the front of the check and any endorsements on the back.

**Image Quality:** Both the front and back of the check must be transmitted to us in a manner that is legible. Further guidelines regarding image quality are described for you in the specification and requirements provided to you via the Service or as available at our website [www.aaabanking.com](http://www.aaabanking.com). The Bank may refuse to accept or refuse for deposit any check or item transmitted to us that does not meet our image quality requirements.

You agree to follow any and all other procedures and instructions for use of the Service as we may establish and communicate to you from time to time via the Service, our website [www.aaabanking.com](http://www.aaabanking.com) or other methods.

- 8. Deposit Limits.** All items deposited via the Service are subject to Bank review and/or approval. We reserve the right to impose limits on the amount(s) and/or number of items that you transmit using the Service and to modify such limits from time to time.
- 9. Receipt of Items.** After we receive check images and all other required deposit information from you through use of this Service, we will provisionally credit your account for the total amount of the deposited items. The provisional credit is subject to final payment of the checks and also subject to your Account Agreement with us. An image of an item shall be deemed received when you have confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. You agree that all deposits received by us are subject to verification and final inspection by us. We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You agree to be liable for any errors, or inaccuracies or any other loss sustained by you through use of this service. In all cases, you are responsible for any loss or overdraft plus additional applicable fees to your account due to a check or item being returned.
- 10. Cut-Off Times and Availability of Funds.** You agree that items transmitted using the Service are not subject to the Funds Availability requirements of Federal Reserve Board Regulation CC. In general, if an image of a check or item you transmit through the Service to us is received and accepted before 5:30 pm Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available the next business day after receipt of the items. A business day is Monday through Friday, excluding Federal holidays and other days as posted in our branches or our website at [www.aaabanking.com](http://www.aaabanking.com).
- 11. Service Availability.** The Service is generally available 24 hours a day, 7 days a week. However, when using the Service, you may experience technical or other difficulties or the Service may be unavailable for system maintenance. We will attempt to post alerts to our website(s) or through the Service to notify you of these

interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur due to loss of the Service provided by the Bank or its third party provider. If you are unable to make deposits using the Service, you may make deposits by physically mailing or delivering your deposit to the Bank via a branch or ATM. The Bank is not responsible to provide an alternate method of mobile or remote deposit service(s) if the Service is not available to you.

- 12. Presentment.** The manner in which the items are cleared, presented for payment and collected shall be in the Bank's sole discretion subject to the Deposit Account Agreement. You agree that the Bank shall determine the manner in which checks are cleared or presented for payment which may include substitute check, Automated Clearing House ("ACH") or image exchange.
- 13. Storage, Security and Disposal of Transmitted Items.** Upon confirmation from us that we have received and accepted for deposit imaged checks or items or you have confirmed the deposited funds have been applied to your account correctly, you agree to store the check in a secure location for at least 45 calendar days from the date of the image transmission. During the time the retained check is available, you agree to promptly provide it to us upon request. After 45 days, you agree to destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment.
- 14. Errors, Omissions or Discrepancies.** You agree to follow our error notification process as outlined and defined in the Deposit Account Agreement governing your account. We provide you with periodic statements that will identify deposited items submitted to us through this Service. You may also review transaction information for your account through the Banks Online Banking Service. You agree you will review the information timely and notify us of any errors or suspected errors related to items deposited with the Service as soon as possible after they occur and within the time periods identified in your Account Agreement. Unless you notify us as outlined in your Account Agreement, the periodic statement containing the items deposited through the Service is considered to be correct and you cannot bring a claim for alleged errors.
- 15. Investigations.** You agree to cooperate with the Bank in the review or investigation of any transactions, poor image quality transmissions or claims including without limitation, providing upon request without further cost; any originals or copies of items in your possession and your records relating to items or transmissions.
- 16. Fees and Charges.** While this Agreement remains in effect, you agree to the normal account or deposit service charges established from time to time by the Bank and, in addition fees and charges set forth in the Fee Schedule as provided to you from time to time, and all other fees and charges as agreed upon from time to time between you and the Bank.
- 17. Change in Terms.** This Agreement is subject to change from time to time. Generally, we will notify you in advance of any material change including fees via email, text/statement message, or on our website(s). If a change is favorable to you, we may not provide advance notice prior to making the change. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, the Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.
- 18. Termination.** We may terminate this Agreement at any time and for any reason. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement; if you use the Service for any unauthorized or illegal purposes; you do not meet our qualification or eligibility criteria; or you use the Service in a manner inconsistent with the terms of your Customer Agreement, Deposit Account Agreement, related disclosures or any other Agreement with us. This Agreement shall remain in full force and effect unless and until it is terminated by us or by you through discontinuation and disenrollment of the Service.