

PTF Scan/Mobile Deposits Terms & Conditions

This Mobile Check Deposit User Agreement contains the terms and conditions for the use of PrimeTrust Federal Credit Union's Mobile Deposit Service, Scan Deposit Service and/or other remote deposit capture services that PrimeTrust Federal Credit Union (PTF) may provide to you. Other agreements you have entered into with PTF as applicable to your PTF account(s), are incorporated by reference and made a part of this Agreement.

Service Definitions

"Business Day" is every Monday through Friday, excluding Federal Holidays

"Service" refers to PTF's Mobile Deposit Service and Scan Deposit Service, collectively.

Use of Service

The Service allows you to deposit checks into eligible PTF accounts from a remote location by scanning the items with a compatible device, which then delivers the images and associated deposit information to PTF electronically. In order to use this Service, you must obtain and maintain, at your expense, compatible hardware and software. We are not responsible for the functionality or maintenance of any third-party hardware or software you may need to use this Service.

Agreement Acceptance

This Agreement applies to checking and savings accounts only. The use of the Service means you agree to all terms and conditions in this Agreement. This Agreement is subject to change from time to time. PTF reserves the right, in its sole discretion, to change, modify, add or remove portions from this Service. Your continued use of the Service will indicate your acceptance of any such changes to this Service. Please read this Agreement carefully and keep a copy for your records.

Eligibility and Qualification Requirements

To qualify for this Service, you must meet certain eligibility criteria as dictated by us, including having all accounts in good standing.

You may be denied access to this Service for violations of this Agreement or other serious account issues, which are determined at PTF's sole discretion. These serious account issues include, but are not

limited to, potential fraud or security concerns, unknown address, and identity or membership verification.

Eligible Accounts

All consumer/business checking and savings accounts currently offered by PTF are eligible for this Service with the exception of the following types of accounts:

1. IRA
2. Certificates of Deposit
3. UTMA Accounts
4. Representative Payee

PTF reserves the right, in its sole discretion, to change, modify, add or remove checking and savings accounts or types eligible for this Service.

Limitations of Service

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or revoke service immediately and at any time without prior notice to you. In the event this Service is not available to you for any reason, you acknowledge that you can deposit your check at a branch office location, through a participating ATM, night deposit, or by mail.

Charges or Fees

You agree to pay all fees or charges for Mobile Deposit as set forth in our Fee Schedule. All fees are subject to change by us upon thirty (30) days written notice to you.

Returned Checks

If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the returned check to the account into which the check was originally deposited, and you will be assessed a fee in the amount shown on PTF's current Fee Schedule for a returned deposit item. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment in accordance with the terms and conditions of your account agreement with PTF. You agree that PTF may debit any account maintained by you in order to obtain payment of your obligations under this Agreement.

Eligible Items

You agree to deposit only “checks”, which are defined as negotiable demand drafts drawn on or payable through or at an office of a bank. When the image of the check transmitted to PTF is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

Ineligible Items

You agree that you will not use this Service to deposit any ineligible items, including, but not limited to, the following:

1. Checks payable to any person or entity other than you; or any item endorsed as a third party item
2. Post Dated Checks and/or Stale Dated Checks (checks older than 6 months)
3. Check or items that are incomplete or irregular in any way
4. Checks or items containing and obvious alteration to any of the fields on the front of the check
5. Checks known to you or should be known to you to be fraudulent or otherwise not authorized by the owner of the account on which the item is drawn
6. Checks written or issued from any PTF account on which you are a primary or joint owner
7. Any credit card convenience checks
8. Checks or items not payable in United States Currency
9. Checks or items drawn on financial institutions located outside the United States
10. Checks or items previously converted to a substitute check (image replacement)
11. Money Orders and Travelers Checks
12. Starter or Counter checks
13. American Express Gift cheques
14. Checks that require phone calls for authorization codes
15. State issued registered warrants
16. Insurance checks made payable to the member and PTF
17. Checks from a closed account at another institution

PTF reserves the right, in its sole discretion, to determine what items may be considered “Ineligible items”.

Image Quality

The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by ANSI, the Board of Governors of the Federal Reserve Board, or any other clearing house, association, or regulatory agency.

Endorsement Requirements

You agree to endorse all items with your signature and print “Mobile Deposit for PrimeTrust” on all items. PTF reserves the right to reject all items that are not endorsed as required.

Deposit Limits

When using the Service to deposit funds, the number of deposits you can make is the aggregate daily amount not to exceed \$1500 per business day for consumer and business dba accounts, and \$5000 per business day for commercial accounts. PTF reserves the right to modify the limits on this amount and/or number of deposits you transmit using this Service.

Receipt of Items

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely. You will see a Mobile Deposit Success or Mobile Deposit Fail Notification within the PTF App. However, such notification does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your account. PTF will send you an Extended Hold Notification once we have reviewed and approved the transmitted item. If PTF declines the deposit, you will receive a Deposit Declined Notification.

Funds Availability

Original checks deposited through the Service are NOT subject to the Funds Availability Disclosure as set forth in our Membership and Account Agreement which govern the use of your account(s). In many cases funds deposited via the Service will be immediately available for your use, however we specifically reserve the right to place a hold on any funds deposited the Service. You agree to receive notice of holds and delays via the email address provided to us or as otherwise provided by you to us. If you will need funds from a completed deposit in accordance with our Funds Availability Disclosure, we recommend that you deposit the items involved in person at one of our branch locations. Limits are in place for how many items and how much you can deposit through this Service.

Retention and Disposal of Items

You agree to retain each item for forty-five (45) days after your deposit is considered to be received. Upon receipt of the funds, you agree to mark the item(s) prominently as “VOID” and to dispose of the item(s) in a way that prevents the representation fo the item(s) for payment. You agree to store each retained item securely until such proper disposal is performed. You will promptly provide any retained

item to PTF as requested to aid in the cleaning and collection process or to resolve claims by third parties with respect to any item.

Errors or Discrepancies

Notify PTF as soon as possible at (765) 289-2148 if you believe your statement is incorrect or if you need more information about a transaction listed on the statement. You must notify us no later than sixty days after we sent the FIRST statement on which the problem appeared. If you do not notify us within sixty days from the date your statement was sent, such statement regarding all deposits made through this Service shall be deemed correct, and you will be prohibited from bringing a claim against PTF for such alleged error.

Security Requirements

To prevent unauthorized use of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. This includes, but is not limited to, installing operating system patches, antivirus software, a firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Additionally, PTF may request additional information from you about the security of your devices.

Authorized Users

If you have designated an Authorized User on your Online banking, you Authorized User will also have online access to the Service. You and your Authorized User(s) are equally responsible for adhering to all items disclosed in the Agreement. Authorized Users will not have the ability to use the Service.

Disclaimer of Warranties

PTF's representations, warranties, obligations, and liabilities, and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by PTF and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the Service, whether expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We make no warranty that (i) the Service will meet our requirements, (ii) the Service will be uninterrupted, timely, secure, or error free, (iii) the results that may be obtained from the Service will be accurate or reliable, and (iv) any errors in the Service or technology will be corrected.

Limitation of Liability

PTF liability for errors or omissions with respect to the data transmitted or printed by PTF will be limited to correcting the errors or omissions. In no event shall PTF be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the use of the Service.

User Warranties and Indemnification

By using this Service, you warrant to PTF that:

1. You will only transmit eligible items that are properly endorsed
2. You will only transmit images that meet the image quality standards
3. You will not transmit duplicate items
4. You will not re-deposit or re-present the original item once it has been scanned and sent through this Service, unless specifically requested to do so by PTF
5. All information you provide to PTF is accurate and true
6. PTF will not sustain a loss because you have deposited an item
7. You will comply with this Agreement and all applicable rules, laws, and regulations
8. Items you transmit do not contain viruses

You agree to indemnify and hold harmless PTF from any loss for breach of this warranty provision. Any breach of the above warranties may result in cancellation of this Service for your specific profile in the PTF mobile application and/or closure of your accounts.

Termination

PTF reserves the right to terminate this Agreement without any notice at any time and for any reason.

Governing Law

This Agreement supplements the terms of your Membership Agreement and related account Disclosures. Together, they constitute the entire agreement between you and PTF with respect to the Service. You may not assign this Agreement. This Agreement is governed by the federal law and the laws of the State of Indiana, as amended. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.