

Community Alliance Credit Union Mobile Banking and eDeposit Agreement

This Agreement governs your use of Mobile Banking services and eDeposit services provided to you by Community Alliance Credit Union.

MOBILE BANKING TERMS AND CONDITIONS

For purposes of this Agreement, Mobile Banking means the financial services that Community Alliance Credit Union makes available, and to which you have access, using a wireless handheld device such as a cell phone, PDA, or tablet and includes, by way of example and not limitation, mobile web banking and banking initiated by means of a downloadable application.

Your use of Mobile Banking is subject to this Agreement and to the following, all of which are considered part of this Agreement:

1. Terms or instructions appearing on Community Alliance Credit Union's website and elsewhere when enrolling for, activating, accessing, or using Mobile Banking;
2. Community Alliance Credit Union's rules, procedures and policies, as amended from time to time, that apply to Mobile Banking or any Account you maintain with Community Alliance Credit Union;
3. Current rules and regulations, if any, of any funds transfer system or payment system used in connection with any Account; and
4. State and Federal laws and regulations, as specifically applicable.
5. Text message charges may apply. See service provider's terms and conditions.

In addition, each Account will continue to be subject to the Membership Agreement applicable to such Account. If this Agreement conflicts with the separate agreement to which an Account is subject, then this Agreement will control and take precedence, unless this Agreement expressly states otherwise.

USING A DOWNLOADABLE APPLICATION

- 1.1 Ownership.** You acknowledge and agree that a third party provider to Community Alliance Credit Union, if applicable, is the owner of all right, title and interest in and to the downloadable software, the computer programs contained therein, and any accompanying user documentation (collectively called the Software).
- 1.2 License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
- 1.3 Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
- 1.4 Disclaimer of Warranty.** The software is provided on an as is and as available basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No warranty is provided that the software will be free from defects or viruses or that operation of the software will be uninterrupted. Your use of the software and any other material or services downloaded or made available to you through the software is at your own discretion and risk, and you are solely responsible for any damage resulting from their use.
- 1.5 Limitation of Liability.** To the maximum extent permitted by applicable law, in no event will Community Alliance Credit Union, the provider of any financial services available through or related to the software, any of their contractors or providers or any of each of their affiliates be liable for any damages arising out of the use or inability to use the software, including but not limited to any general, special, incidental or consequential damages, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which any claim is based. In any case, liability of Community Alliance Credit

Union or any of the other persons or entities described in the preceding sentence arising out of the use or inability to use the software shall not exceed in the aggregate the lesser of \$10.00 or the sum of the fees paid by you for this license.

1.6 Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning Mobile Banking. This Agreement will be governed by and construed in accordance with the laws of the state of CU STATE, excluding that body of laws pertaining to conflict of laws. The parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

1.7 Content and Services. Neither Community Alliance Credit Union nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Community Alliance Credit Union nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

REMOTE DEPOSIT CAPTURE (RDC) TERMS AND CONDITIONS

1. Service and Service Terms. The following terms and conditions apply to Community Alliance Credit Union's EDEPOSIT SERVICE (Service) that Community Alliance Credit Union may provide to Member. Member accepts and agrees that the Service or any portion of the Service may be provided by one or more subcontractors. The provisions of Community Alliance Credit Union's "Terms and Conditions of Your Account" agreement and applicable service terms are incorporated into this Agreement by reference.

2. Overview and Definitions. The Agreement states the terms and conditions by which Community Alliance Credit Union will deliver to Member, the Service, as described below.

2.1 "Member" means a person that has a membership with Community Alliance Credit Union.

2.2 "Business Day" means any day by which Community Alliance Credit Union is open to conduct substantially all of its services, but does not include Saturday, Sunday, or Community Alliance Credit Union holidays.

2.3 "Item" means a check, a paper item, or an electronic item (i.e. an electronic image of an item together with information describing that item). Acceptable items include personal checks, government checks, business checks, money orders, and cashiers or certified checks drawn on a US financial institution and US funds.

Items not allowed include but are not limited to: Savings bonds, Foreign Checks, Third Party Checks, any marked non-negotiable, incomplete checks, stale dated checks (older than 6 months), post-dated checks, altered checks, lottery or prize winnings and checks previously submitted for deposit.

It is understood that Member will only be transmitting electronic images of the front and back of items. In order for an item to be processed for deposit, it must be properly endorsed in the proper location on the back of the item and signed by the payee.

Best practice for endorsement is:

Signature(s)

For Mobile Deposit Only at CACU

2.4 "Service" means the specific eDeposit Service provided by the Credit Union. The Service shall be provided for items received with a consumer or business purpose being deposited into an account at Community Alliance Credit Union.

2.5 "Service Start Date" means the date that the Service is first utilized by the Member.

2.6 "Technology" means Credit Union's or its subcontractor's deposit capture applications and processes designed to facilitate the electronic clearing of items. Said applications are accessed through utilizing software provided by the Credit Union and are proprietary access points to payment processing networks and systems used to complete the clearing of items. Technology may include but is not limited to Member Service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements, or extensions thereof developed or provided by **Community Alliance Credit Union** or its subcontractors and used in the provision of Services hereunder.

2.7 "Access Systems" means all services, hardware, software, and other technology (including high speed internet access service) necessary to access the Service.

2.8 "Subcontractors" means any third-party service provider of the Service.

2.9 "Term" means the term of this Agreements beginning as of the Service Start Date until terminated as provided herein.

3. Member Obligations; Suspension of Service.

3.1 Member Responsibilities. To access your account(s) with the Credit Union, Member must have an eligible account with the Credit Union. For details on individual eligibility, members should contact the Credit Union. When using the Service, Members shall provide, at Member's sole cost and expense, all Access Systems and Members shall be solely responsible for installing, maintaining, securing and supporting all such Access Systems.

Community Alliance Credit Union is not responsible for any error or failures from any malfunction of any Access Systems and Community Alliance Credit Union is not responsible for any computer virus or related problems that may be associated with the access to or use of the Service. Community Alliance Credit Union does not guarantee that the Service will be compatible with all computer systems and internet browsers, routers, or firewalls. Further, Community Alliance Credit Union does not and cannot control the flow of data to or from Credit Union's network, its service provider's networks or other portions of the internet. Accordingly, Community Alliance Credit Union cannot guarantee that Member's connection to the internet will not be impaired or disrupted, and Community Alliance Credit Union hereby disclaims any and all liability resulting from or related to such events.

3.2 Withdrawal of Access/Suspension of Service. Community Alliance Credit Union reserves the right to deny, suspend, or revoke access to the Service immediately, in whole or in part, at its sole discretion, without notice if Community Alliance Credit Union believed Member is in breach of this Agreement or otherwise using or accessing the Service inconsistent with the terms and conditions hereof. Further, Community Alliance Credit Union or its subcontractors shall have the right to suspend the Service immediately in the event of an emergency.

3.3 Handling of Transmitted Items. Members shall be responsible for safekeeping and destruction of original items which are scanned, transmitted electronically and deposited using the Service and indemnifies and holds Community Alliance Credit Union harmless from any liability with respect to (i) the safekeeping, use or destruction of the original items after they are scanned, transmitted and deposited electronically using the Service, or (ii) for any items being submitted for deposit or presented for payment more than once. There are no laws or regulations that state how long original items should be retained prior to destruction, therefore, retention timeframes are set at the Member's discretion.

3.4 Account Statement Examination. Unless Member notifies Community Alliance Credit Union of any errors to deposits made through the Service within 60 days after the applicable account statement is mailed or otherwise provided to Member, such statement regarding all deposits made through the Service shall be deemed to be correct.

3.5 Processing of Items. Images of items transmitted by Member are not considered received by Community Alliance Credit Union until Member has received an electronic confirmation of the receipt of the deposit from the Credit Union. However, receipt of the confirmation from Community Alliance Credit Union does not mean that the transmission was error free or complete. Errors could include, but not limited to, missing or illegible information, duplicate item or incorrect information. Items transmitted by the Member and received by Community Alliance Credit Union or its subcontractors by 3:00 PM EST Monday through Friday, shall be credited to the Member's applicable account on the same Business Day. Items received by Community Alliance Credit Union after 3:00 PM EST on any Business Day shall be credited to the Members applicable account on the next successive Business Day. Any check written for a large amount is subject to review by the Credit Union before release.

3.6 Funds Availability. Deposited funds will be available in accordance with the Funds Availability Policy disclosure. Any crediting of the Member's account for items deposited via this Service is provisional, subject to verification and final settlement. Any dishonored items will be returned as an image of the original or as a substitute check. Any dishonored item is subject to a fee according to the Community Alliance Credit Union Fee Schedule at the time of the return.

3.7 Fees. Please refer to the Community Alliance Credit Union Fee Schedule.

4. Warranties and Disclaimers

4.1 Member shall not use the Service in any way that could potentially harm Credit Union's network or sites, or the network or sites of its third-party service providers. Member shall not nor shall they permit or assist others to abuse or fraudulently use the Service. The member shall not attempt to deposit the item in any way after submitting it via this Service, unless it is confirmed rejected. The member acknowledges that items must be legible and may not be accepted if not legible. Member shall not use the Service in any way that: (i) transmits any item or other materials via the Service that is deceptive, duplicated or fraudulent; (ii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing banking and criminal activity); (iii) transmits or distributes any viruses, worms, time bombs, trojan horses, or other destructive software of devices; (iv) attempts to break or circumvent security, or in fact, breaks or circumvents security of any computer network of the Credit Union, its subcontractors or service providers.

4.2 Disclaimer. Community Alliance Credit Union will not be held responsible for any loss caused by the deposit of this item. Community Alliance Credit Union warrants that the Service shall be performed in a work person like and professional manner consistent with banking industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND COMMUNITY ALLIANCE CREDIT UNION HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

5. Limitation of Liability

5.1 LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMMUNITY ALLIANCE CREDIT UNION NOR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY ARISING OUT OF YOUR USE OF THE SERVICE, WHETHER CAUSED BY THE CREDIT UNION, ITS SUBCONTRACTORS OR SERVICE PROVIDERS, AS WELL AS MEMBER'S USE OF THE SERVICE, EQUIPMENT, OR SOFTWARE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL COMMUNITY ALLIANCE CREDIT UNION OR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE, EQUIPMENT OR SOFTWARE USED BY THE MEMBER OR COMMUNITY ALLIANCE CREDIT UNION IN CONNECTION WITH OPERATION OF THE SERVICE, EQUIPMENT OR SOFTWARE.

6. Termination.

6.1 Termination. Community Alliance Credit Union may immediately terminate the Service or any portion of the Service **is** Community Alliance Credit Union determines that such Service or portion of any Service is in violation, of any law or regulation, or in its sole discretion and with notice, decides to cease providing this Service. Except in the event of an emergency or to safeguard Credit Union's accounts, networks or systems, Community Alliance Credit Union shall give written notice of such termination or access limitation, which may be given by internet secure message, or sent to you at the address shown on our records, or sent to you by electronic mail message (email). Member may terminate the Service with notice to Community Alliance Credit Union in person, by phone, written notification through mail or by electronic mail message (email). No minimum time is required by the member for notification to the Credit Union.

7. Miscellaneous Provisions.

7.1 Notices. Member agrees that any notices required or permitted under this Agreement may be given electronically.

7.2 Governing Law. This Agreement will be governed by and interpreted in accordance with federal laws and regulations, and to the extent there is not applicable federal law or regulation, by the State of Michigan.

7.3 Subcontractors. Community Alliance Credit Union may use third-party service providers to provide some or all of the Service under this Agreement on behalf of the Credit Union.

7.4 Amendments. Unless applicable law provides otherwise, this Agreement may be amended by notice sent electronically or by mail to Member at Member's last address known to Community Alliance Credit Union to be effective not less than thirty (30) days after the day transmitted or mailed. Community Alliance Credit Union shall not be bound by any modification of this Agreement unless Community Alliance Credit Union expressly agrees to the modification in writing. Member shall have the right to ruminant the Agreement prior to the effective date of the amendment. By choosing to continue using the Service, Member will accept the amendments. This Agreement supersedes all prior agreements and amendments.

7.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all existing agreements and all other related communications, written or oral.

Mobile Banking Tips:

- Password protect the mobile device.
- Download signed applications only from trusted sources.
- For mobile devices using the Android operating system, do not enable Android's "install from unknown sources" feature.
- Keep the mobile device with you or secure the device when not in use.
- Frequently delete text messages received from the credit union.
- Notify the carrier immediately if the mobile device is lost or stolen so that it can be deactivated.
- Do not modify the mobile device as it may disable important security features.
- Install antivirus software.
- Check your Community Alliance account frequently and notify the credit union of any unauthorized transactions.
- Do not respond to text messages requesting personal information, such as Social Security numbers, credit/debit/ATM card numbers, and account numbers.
- Adopt safe practices as you would using your personal computers, including not opening attachments or clicking on links contained in email received from unfamiliar sources.