

Argent Federal Credit Union Mobile Deposit Terms and Conditions

This Mobile Deposit Service Agreement ("Agreement") is a contract between you and Argent Federal Credit Union which establishes terms and conditions for the use of Argent Federal Credit Union's Mobile Deposit service. In addition to this Agreement, the use of Argent Federal Credit Union's Mobile Deposit service is governed by other agreements between you and Argent Federal Credit Union, including the Membership and Account Agreement, Electronic Fund Transfer Disclosure, and the Funds Availability Disclosure.

1. Definitions

In this Agreement, the following terms have the following meanings: "you" and "your" mean the Argent Federal Credit Union account holder who enrolls in or uses the internet banking services. "We," "us," and "our" mean Argent Federal Credit Union. "Mobile Deposit Service" or "Service" means the use of software and/or hardware provided by Argent Federal Credit Union to capture images of eligible items and deposit them to eligible accounts. "Accounts" means the accounts on which you are the owner or co-owner at Argent Federal Credit Union, and for which Mobile Deposit service are available. "Business Days" are Monday through Friday, excluding Argent Federal Credit Union holidays.

2. Eligibility

You understand you must be a member in good standing to be eligible for Mobile Deposit. If any of the following applies to you, you will be ineligible to enroll in Mobile Deposit: your loan or credit card account is delinquent more than 30 days, your account is stated with a "Bad Address", your account is a business account, you do not have an email address on file with us, you are not enrolled in Online Banking, or your account is dormant.

3. Email Address

You agree and you understand that it is your full responsibility to keep us informed of your current email address, as this is the email address where we will send you notification of receipt and rejection of any remotely deposited item.

4. Acceptance of these Terms

Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement or by an online secure message. Your continued use of the Service will indicate your consent to be bound by the revised Agreement. Further, Argent Federal Credit Union 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.

5. Image Quality

We may determine, at our sole discretion, whether an image of an item submitted through the Service is of sufficient quality for acceptance and presentment.

6. Eligible Items

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Board Regulation CC ("Reg. CC"). When the image of the check transmitted to Argent Federal Credit Union 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. You make the following warranties and representations with respect to your use of the Service and each image of an original check you transmit to us using the Service:

- You have the authority to enter into this Agreement and perform your obligations hereunder.
- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of such check.
- The amount, the payee, signature(s) and endorsement(s) on the original check are legible, genuine and accurate.
- Other than the Image Replacement Document of an original check that you remotely deposit through your use of the Service, there are no other duplicate images of such original check.
- Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You have not knowingly failed to communicate any material information to us.
- You will retain possession of each original check deposited using the Service for the required retention period (outlined in Section 13 - Check Retention and Destruction) and neither you nor any other party will submit the original check for payment.
- You will not use the Service and/or your accounts for any illegal activity or transactions.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems.
- Each check that you submit to us for deposit will not be resubmitted in any format to Argent Federal Credit Union or to any other party or institution for payment and will not cause the same drawer's account to be debited twice.
- Each check you submit for deposit is drawn in United States currency on a financial institution located in the United States, excluding its territories.

7. Unacceptable Items

You agree that you will not scan and 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 the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, 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 payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in 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 or items prohibited by Argent Federal Credit Union's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Argent Federal Credit Union account.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- Checks that have previously been submitted through the Service or through a Mobile Deposit service offered at any other financial institution.
- Checks from your other accounts at Argent
- Savings Bonds
- Checks from a lottery or prize winning

Deposits of this nature may result in the immediate termination of the Service.

8. Endorsements

You agree to restrictively endorse any check transmitted through the Service by supplying the following verbiage: "For Mobile Deposit Only, Account # _____", followed by your legally-binding signature to endorse the check. For example, A proper endorsement would appear as follows:

For Mobile Deposit Only
Account # XXXXXX
Signature

Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

9. Fees

A fee may be charged for the Service. You are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your deposit. Argent Federal Credit Union may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize Argent Federal Credit Union to deduct any such fees from any Argent Federal Credit Union account in your name.

10. Errors

You agree that the provisions of your Membership and Account Agreement regarding your responsibilities to notify us of errors apply to items deposited through the Service. You agree that the deposit of an item through the Service is not an "Electronic Funds Transfer" under the federal Consumer Financial Protection Bureau's Regulation E.

11. Errors in Transmission

By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Argent Federal Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

12. Funds Availability

You agree that items transmitted using the Service are not subject to the funds availability requirements of Reg. CC. In general, if an image of an item you transmit through the Service is received and accepted before 2:00 pm Eastern 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 no later than two business days from the day of deposit. Argent Federal Credit Union may make such funds available sooner or may extend the hold period beyond two business days based on such factors as new accounts, large deposits, redeposited checks, repeated overdrafts, reasonable doubt of collectability, and emergency conditions.

13. Check Retention and Destruction

Upon your receipt of a confirmation from us that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" to ensure that it is not re-presented for payment. You agree to securely store each original check that you deposit using the Service for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days after transmission to us, and shall properly destroy and dispose of such original checks after such time. During the retention period, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and unauthorized use of information derived from the original checks. You understand and agree that you are responsible for any loss

caused by your failure to secure the original checks. You agree never to represent the check. When you destroy and dispose of the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

14. Deposit Limits

We may establish limits on the total number of checks or total amount of checks deposited through the Service. We may establish or change such limits at any time without notice to you.

15. Compliance with Law

You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Service, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which Argent Federal Credit Union is a party that govern the Service we provide.

16. Indemnification

You promise to indemnify and hold Argent Federal Credit Union harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us and this Agreement.

17. Unavailability of Service

You understand and agree that the Service may at times be temporarily unavailable due to Argent Federal Credit Union's system maintenance or technical difficulties including those of the Internet services provider and Internet software. In the event that the Service is interrupted or are otherwise unavailable, you acknowledge that you may deposit original checks to your account in person at a branch, ATM or by U.S. mail. It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by us.

18. Termination

Either party may terminate this Agreement and the Mobile Deposit service without prior notice. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, you will immediately cease using Mobile Deposit and you shall promptly remit all unpaid monies due under this Agreement. You may terminate the Mobile Deposit service by contacting us during business hours or writing us (the information is at the end of this Agreement). Upon your request, we will terminate your service within 5 business days of receipt of your notification. We reserve the right to terminate this Agreement or limit your use of Mobile Deposit at any time and for any reason at our discretion, with or without cause and without prior notice.

19. Amendment

We may add to, change, or delete the terms of this Agreement by providing notice to you. We may also add to, change, or delete some functionalities or features of the Service at any time without notice. If you do not consent to a modification of the Agreement or the Service, you may terminate and discontinue use of the Service at any time by notifying us. Continued use of the Service after the effective date of an amendment constitutes your acceptance of amendments to the Service.

20. Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR ARGENT FEDERAL CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

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