

PARKVIEW COMMUNITY FCU FLASH (MOBILE) DEPOSIT DISCLOSURE AND AGREEMENT

This Parkview Community Federal Credit Union Flash (Mobile) Deposit Disclosure and Agreement (“Disclosure and Agreement”) contains the terms and conditions for the use of the Flash (Mobile) Deposit Service (“Service”) that Parkview Community Federal Credit Union (hereafter referred to as “PCFCU,” “the Credit Union,” “our,” “us,” or “we”) may provide you (“you,” “your,” or “User”).

By electronically accepting this Disclosure and Agreement, you are agreeing to all of the terms outlined within. This Agreement supplements the terms of the other agreements you have entered into with the Credit Union, including the PCFCU Membership Agreement and Disclosures (“Account Agreement”) and related fee schedules and disclosures that govern the terms, conditions and fees of your deposit account(s) with us, each as may be amended from time to time. The terms and conditions of your Account Agreement are incorporated by reference and made a part of his Agreement. In the event of a conflict between this Disclosure and Agreement and the Account Agreement, this Disclosure and Agreement will supersede all other information, documents, disclosures, and agreements. You understand that your use of the Service constitutes your acceptance of the terms and conditions of this Disclosure and Agreement and you are bound by the terms and conditions outlined within. You agree to comply with the hardware and software requirements of the Service set for by the Credit Union and our Service providers.

1. **Use of the Service.** Flash (Mobile) Deposit is designed to allow you to make deposits into eligible PFCU deposit accounts (“Account”) by scanning a valid paper check (“image,” “item”) and delivering the image and associated deposit information to the Credit Union or the Credit Union’s designated processor. Upon receipt of an image, we will review the image for acceptability. You understand that our receipt of the image does not mean that the image will be accepted for deposit into your designated Account, and that you may be asked for additional images of the check or for more information before the image will be considered for deposit. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for deposit into your Account. You understand that any amount credited to your designated Account for any item deposited using the Service will be considered provisional until such time that we receive payment for the item from the financial institution on which the item was drawn.

You understand that we are not responsible for errors in images that may prevent or delay the deposit of funds into your account, and that we are not responsible for any image that we did not receive.

2. **Hardware and Software Requirements.** You must be enrolled in the Credit Union’s Online Banking Service to us Flash (Mobile) Deposit. You must have a Mobile Device that is acceptable to us and it must be compatible to use the Touch (Mobile) Banking Application where the Flash (Mobile) Deposit Service is contained. You must also use any other operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Credit Union is not responsible for any third party software you may need to use the Service. You agree that you will perform, or cause to be performed for by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing and operating, testing and maintaining all hardware and software necessary to use the Service. You accept any such software “as is” and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
3. **Service Eligibility.** You may not be eligible to use the Service if any of the following apply:

- Any of your PCFCU account(s), including loan account(s), have been negative for more than 60 days.
- You have incurred a charge off or loss on any PCFCU account – Outstanding or Paid.
- The address on file was changed within 30 days from the date of Service enrollment.
- You have not notified the Credit Union of a change of address and/or we have received returned mail for you.
- Your account is frozen for any reason including, but not limited to, fraud.
- You're not enrolled in PC Banking with a valid email address.
- You're not enrolled in Touch (Mobile) Banking and haven't downloaded the app onto your Mobile Device.
- You have mishandled these Services or your account(s).

4. **Check Eligibility and Image Requirements.** You agree to use the Service to deposit Checks drawn on financial institutions within the United States, excluding its territories. Any image of a Check that you transmit to us must accurately and legibly provide all the information on the front and back of the Check at the time it is presented to you by the payer. A Check and any image of a Check transmitted via the Service must include the accurate and legible presentation of the following and other features as appropriate:

- Pre-printed information that identifies the check payer and the financial institution on which the original check is drawn;
- The MICR encoded account number and financial institution routing number;
- The payer's signature;
- The date of the Check;
- The Check number; and
- All other information placed on the check prior to the time of an image of the check captured (such as any required identification on the front of the check or any endorsements applied to the back of the check).
- The image quality of the Check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

5. **Ineligible Items.** You agree not to use the Service to deposit:

- Any third party Check, i.e. checks made payable to another party and then endorsed to you by that party.
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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 that do not contain signatures of the maker, endorsement signatures, or that are missing any of the information required.
- Checks drawn on financial institutions located outside the U.S.
- Checks not payable in United States currency
- Checks that are stamped "non-negotiable," "void," or any other word or phrase indicating that the Check is not valid.
- Checks that are "stale dated" or "postdated."
- Checks that have not been previously negotiated or deposited into any account.
- Savings Bonds

6. **Endorsement Requirements.** Prior to capturing the image of the original check, you must endorse the back of the check. Your endorsement must also include "FOR PCFCU MOBILE DEPOSIT ONLY" or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Service as the Credit Union may establish from time to time. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be

your responsibility. For a check payable to you and joint owner(s) of your Credit Union account, the check must be endorsed by all such payees. If the check is payable to you or your joint owner, either of you can endorse it.

7. **Deposit Limits and Frequency.** The Credit Union reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day) and to modify such limits from time to time in the Credit Union's sole discretion, and you agree to comply with all such limits. Our daily deposit limit is **\$1,500.00** per day for this Service.
8. **Duplicate Check Presentment.** Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute Check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute Check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Credit Union harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute Check. You agree that we may debit from your Credit Union account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your Account(s) with the Credit Union in sole discretion.
9. **Rejection of Deposits.** After we receive Check image(s) and all other required deposit information from you through the Service, we shall provisionally credit your designated Account for the total amount of such Check(s). The provisional credit is subject to final payment of the Check and is also subject to your Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Credit Union for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Credit Union relating to such deposits. The Credit Union is not liable for any service charges, overdraft charges, late fees, and/or returned check/non-sufficient funds charges that may be imposed against you, your Account, or any Accounts you may have at other financial institutions that may result from the Credit Union's rejection of any item, check holds, or deposit delays of any kind through the Service. You understand that if an item that you transmit to us for deposit is rejected, we will send an email to you at the email address we have on file for your Account to alert you of the rejection within 2 business days of the date we receive the original transmission of your item. Further, you understand that we are not responsible if, for any reason, you do not receive our email. If we reject a Check for remote deposit, you must physically deposit the original Check.
10. **Unpaid Items.** You are solely responsible for verifying that a Check(s) that you deposit by using the Service have been received and accepted for deposit by the Credit Union. The Credit Union will provide you with notice of any deposits that it is unable to process because Check(s) were returned unpaid by the payor financial institution. You agree to accept such notices at your email address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Credit Union credits your Account for a Check that is subsequently dishonored and returned, you authorize the Credit Union to debit the amount of such Check plus any associated fees from the Account. To the extent that funds in your Account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other Account(s) with the Credit Union in our sole discretion. Our right to charge your Account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree, that since the original Check is your property, it will not be returned and the Credit Union may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your Account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute Check. You may not use the Service to deposit a substitute Check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.
11. **Funds Availability.** For purposes of deposits made using the Service, you understand and agree that:

- Deposits received via the Service are processed on business days, which are Monday through Friday, excluding holidays, until 3:00 p.m. Eastern Standard Time (EST);
- Deposits that we receive after 3:00 p.m. daily will not be deposited to your account until the end of the following business day. Deposits made after 3:00 p.m. EST on a Friday that is a business day, and at any time on a Saturday, Sunday, or holiday, will not be deposited into your Account until the end of the next business day that we are open;
- The earliest that funds deposited after 3:00 p.m. via the Service will be available for withdrawal or to pay checks that you have written would be the second business day after the business day on which we receive the deposit;
- Check holds or unavailability of the Service may cause further delays in availability of funds beyond that time.

You understand and agree that Check(s) deposited via the Service, while generally available no later than by the second business day after we receive them, may be delayed for a longer period under the following circumstances:

- We believe a Check you have deposited will not be paid.
- You deposit Checks totaling more than your average account balance on any one day via Flash (Mobile) Capture, a branch, an ATM, or a combination thereof.
- You re-deposit a Check that has been returned unpaid.
- Your account has been overdrawn repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

You understand that if funds availability may be delayed, we will notify you if we delay your ability to withdraw funds for any of these reasons, and that we will tell you when the funds will be available.

12. **Availability of Service.** You understand and agree that in the event that you are unable to capture, balance, process, produce or transmit a file to the Credit Union, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures of any kind, you may deposit the originals of all Checks at the Credit Union, through an ATM, or by mailing the item(s) to us at 2100 Eden Park Blvd, McKeesport, PA 15132. It is your sole responsibility to verify that Check(s) deposited using the Service have been received and accepted for deposit by us. The deposit of the original Checks at the Credit Union shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement

13. **Storage, Security and Destruction/Disposal of Checks.** After you receive confirmation that we have received an image, you must securely store the original Check for **60** calendar days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within **10** calendar days and at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your Account. Promptly after the **60**-day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. Destruction of the original Check is your responsibility and PCFCU cannot be held liable for failure to properly dispose of the original Check.

You agree that you will never re-present the original Check. You also understand and agree that you are responsible if anyone is asked to make a payment based on the original Check that has already been paid.

14. **Warranties.** Unless prohibited by law, by making deposit(s) via the Service, you make the following warranties to us and agree to indemnify us and hold us harmless from any breach of such warranties, including payment of our reasonable attorneys' fees and litigation expenses:

- Each image 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 the Check.
- The amount, payee(s), signature(s), and endorsement(s) on the original Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original Check and no person will receive a transfer, presentment, or return of, otherwise be charged for, the original Check or a paper or electronic representation of the original Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original Check.
- The original Check was authorized by the drawer in the amount stated on the original Check and to the payee(s) stated on the original Check.
- You are authorized to enforce and obtain payment of the original Check.
- You have possession of the original Check and no party will submit the original Check for payment.
- We will not suffer any loss as a result of your deposit(s) made via the Service.
- We will not suffer any loss as a result of your retention or destruction of the original item(s) included in your deposit(s) made via the Service.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that 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.

You will use the service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original Check(s) in accordance with applicable laws, rules and regulation.

15. **Reporting Errors.** The Credit Union will provide you with the periodic statements that will identify the deposits that you make through the Service. In addition, you may access the Credit Union's Online Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Credit Union makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Credit Union and are accurate. Receipt of a Check by the Credit Union through the Service does not constitute an acknowledgment by the Credit Union that the Check is error-free or that we will be liable for the Check.

You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Credit Union Account Agreement. You may notify us by writing to Parkview Community FCU, 2100 Eden Park Blvd., McKeesport, PA 15132 or telephoning us at 412-678-9564. You agree to cooperate in any investigation by the Credit Union of any unsuccessful or lost transmission. Subject to applicable law, any failure to notify the Credit Union of any error, omission or other discrepancy in accordance with this Agreement and your Credit Union Account Agreement shall relieve the Credit Union of any liability for such error, omission or discrepancy.

16. **Fees and Charges.** The Credit Union offers the benefits and convenience of the Services to you free of charge. You agree to pay all fees and charges for deposit services as set forth on the Rate and Fee Schedule. The Credit Union reserves the right to modify fees for the Service from time to time.
17. **Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, cost and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of the Agreement.

18. **Disclaimer of Warranties.** YOU AGREE THAT YOUR USE OF THE FLASH (MOBILE) DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USES OF FLASH (MOBILE) DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE FLASH (MOBILE) DEPOSIT SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS THE FLASH (MOBILE) DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.