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MOBILE DEPOSIT AGREEMENT AND DISCLOSURE

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BROCHURE FOR
YOUR RECORDS

July 1, 2020



Partners Mobile Deposit Agreement and Disclosure **Effective: July 1, 2020**

This Agreement and Disclosure (“Disclosure”) as amended from time to time sets forth the terms and conditions for Partners Mobile Deposit service which is or may be made available by Partners Federal Credit Union® (“Credit Union”).

It defines your rights and responsibilities and those of the Credit Union with respect to Partners Mobile Deposit service (the “Service”). Please read it carefully before using the Service.

In this Disclosure the words “you”, “your” and “yours” refer to the Member or anyone who applies for or uses Partners Mobile Deposit Service. The words “we”, “us”, “our” and “Credit Union” refer to PARTNERS FEDERAL CREDIT UNION.

INCORPORATION OF AGREEMENT AND DISCLOSURES

Your application for use of the Service, your notification of approval of your application, and Partners Federal Credit Union’s Truth-in-Savings Agreement and Disclosure, the Electronic Funds Transfer Agreement and Disclosure, the Bill Payment Agreement and Disclosure, Funds Availability Policy and the Schedule of Fees, which by this reference are incorporated into the account disclosure in its entirety.

Both you and the Credit Union will be bound by this Disclosure. If there is a conflict between this Disclosure and something said by one of our employees, you agree that this Disclosure controls. If any part of this Disclosure should be held to be unenforceable, the remaining provisions of this Disclosure and Agreement shall remain in full force and affect.

You understand that the agreements and rules and regulations applicable to your Share/Savings Account, Checking Account, and any other account you have with the Credit Union remain in effect and continue to be applicable except as specifically modified by this Disclosure.

Requesting, retaining, using or permitting another person to use the Service constitutes an acceptance by you of all the terms and conditions set forth in this Disclosure and Agreement and binds you to all the rules and regulations governing the use of the Service.

Definitions

Capitalized terms defined in this Agreement shall have the meanings indicated in this Agreement (including in Exhibit A).

Partners Mobile Deposit (the “Service”)

A service provided to Members that use a mobile device to electronically transmit a digital image of a paper check for deposit.

Endorsement

Signature of the payee on the back of a check which authorizes the credit union to deposit the check.

Restrictive Endorsement

Endorsement signed on the back of a check which restricts to whom or how the check may be transferred and that restricts further action in regards to the check. Example of the appropriate Restrictive Endorsement is “For Mobile Deposit at Partners Federal Credit Union”.

Application
A delivery channel for various services, information, and other functions that can be added to an electronic device (a tablet or SmartPhone with a camera).

Member
An individual signer on a Partners Federal Credit Union membership account.

Mobile Device
An electronic device that includes a cell phone, tablet, or SmartPhone with a camera that allows an Application to be added.

Verified Item
Any check that passes the verification process that includes but is not limited to verifying a date, payee, signature, payor name and address, payee endorsement, the MICR line, and other factors.

Non-Verified Item
An item that is rejected because it has not passed the validation process or does not meet the quality image described in the Agreement. (which agreement and where is this info located)

Substitute Check (a digital image)
A paper check (Check) converted to a digital image that states it is a legal copy of your check and it can be used in the same way as an original check. A substitute check may be used as proof of payment just like the original check.

The Service

The Credit Union will provide to you an application to apply to use Partners Mobile Deposit service. Following your receipt from the Credit Union of notification approving your use of the Service, you are authorized to remotely deposit paper checks you receive to your account with the Credit Union by electronically transmitting a digital image of the front and back of the paper check to Partners Federal Credit Union. Both the Credit Union and Member will comply with the terms and provisions of this Agreement (and those incorporated in by reference) with respect to the use of the Partners Mobile Deposit and the performance of the Service.

Changes to the Service

We may make changes to Partners Mobile Deposit including expanding services or transactions available, from time to time, and if you maintain the Service after the effective date of the change, you confirm your agreement to the change and the expansion of services or transactions. We may, without notice, modify or discontinue access to Partners Mobile Deposit Service.

Implementation

The Member captures digital images of Checks using the Application and a Mobile Device that meets the technical specifications (refer to Exhibit A) acceptable to the Credit Union.

General Responsibilities

1. You shall maintain one or more Accounts at Partners Federal Credit Union for the receipt of deposits of digital images.
2. You will only submit digital images of Checks that meet the standards for image quality required by Regulation CC, or other standards established by law and Partners in the Truth-in-Savings Agreement and Disclosure incorporated into this agreement.
3. The Credit Union's processing of any Imaged Items that does not meet the check validation process shall not constitute a waiver by Partners or obligate it to process any such Non-Verified Item.
4. The Credit Union may discontinue processing of Non-Verified Items at any time, without cause or prior notice.
5. You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with the Partners.
6. Notwithstanding the foregoing, we may redeposit any returned Substitute Check consistent with the terms of the Truth-in-Savings Agreement and Disclosure.

7. You will ensure that checks are restrictively endorsed or otherwise processed to permit only Partners Federal Credit Union to acquire rights of a holder in due course in the collection process of Items. Checks should be restrictively endorsed "For Mobile Deposit at Partners Federal Credit Union".
8. You will handle, process, maintain and destroy original checks as set forth in bullet point 15 below.
9. Ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form.
10. You will use the Service, including the entering, processing and transmittal of digital image, in accordance with this Agreement. In addition, you will provide, at your own expense, a Mobile Device required to use the Service (see Exhibit A).
11. You will provide, or obtain from another party selected by you at your expense, support and maintenance of such Mobile Device required to use the Service.
12. You shall be responsible for verifying the Credit Union's receipt of the Credit Union's transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Credit Union.
13. You will ensure that the Mobile Device is operating properly, inspect and verify the quality of images, and ensure that the digital images of paper checks are legible for all posting and clearing purposes.
14. You shall exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by Partners or otherwise required for use of the Service and shall further prevent the use of the Service by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to the Service or disclosure of any confidential information or instructions by you.
15. You will retain each original check and keep them in a safe and secure environment for such time is deemed necessary and advisable: a minimum period of forty-five (45) days after such Item has been converted to a digital image and processed.
16. You shall take appropriate security measures to store original checks, and the information contained on such original checks.
17. Upon a request from the Credit Union, you will promptly (within 5 business days) provide any retained original check (or, if the original check is no longer in existence, a sufficient copy of the front and back of the original check) to us to aid in the clearing and collection process to resolve claims by third parties with respect to any digital image or as the Credit Union otherwise deems necessary.
18. You will use a reasonable method which is consistent with any requirements of Regulation CC to destroy original checks after the retention period has expired (see bullet point 15).
19. You understand and agree that a digital image that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to you and your Account will be charged for the amount of the Substitute Check plus any associated fee as disclosed in the Credit Union's Schedule of Fees
20. The Credit Union's right to charge your Account will apply without regard to whether the Substitute Check is timely returned to Partners or whether there is any other claim or defense that the Item has been improperly returned to the Credit Union.
21. You represent, agree and warrant to Partners that (except as otherwise specifically disclosed in writing to the Credit Union) you are not now engaged, and will not during the term of this Agreement engage, in any business that would result in your being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations.
22. You will not engage in any activity directly or indirectly related to the use of the Service that is illegal or fraudulent.

Partners Mobile Deposit Service

1. You will create images of the front and back of Checks at your location by use an Application and Mobile Device with a camera.
2. You will enter all amounts and any other required information correctly.
3. The check must be made payable to the account holder or a joint account holder.

4. Prior to photographing the original check, you must endorse any item transmitted through the Service as "For Mobile Deposit Only at Partners".
5. Upon receipt of the digital image we will review the image for acceptability.
6. You understand that in the event you receive notification from us confirming receipt of an image, such notification does not mean that the image contains no errors.
7. The Credit Union will maintain the appropriate Member Account to receive deposits and provide other specific information required by the Credit Union related to the Service.
8. As set forth in this agreement, all deposits received by us are accepted subject to the Credit Union's verification and final inspection and may be rejected by us at our sole discretion.
9. Your Account will be provisionally credited upon the Credit Union's acceptance of the digital image for deposit which is received by Partners from you through the Service
10. All deposits are subject to the terms of the Credit Union's Funds Availability Policy.

Business Day and Availability Disclosure

Our business days are Monday through Friday, except holidays. Digital images received after 5:30 pm Eastern time will be processed the following business day. Digital images received Saturday and Sunday are processed on Monday (or in the case of a holiday, the next business day).

Deposits made through remote deposit are not subject to the funds availability requirements of Regulation CC - Expedited Funds Availability Act or our Availability Schedule. This will be true even if we provide you with Regulation CC disclosures or notices. While we generally make funds available for withdrawal on the second business day after the day of deposits you make remotely, please note that our funds availability policy is not applicable and longer hold periods on these deposits may be applied at our sole discretion.

Transactions Limitations of the Service

1. One check may be deposited at a time using the Service.
2. A maximum of \$5,000 per check applies to the Service.
3. The total check amount per day is \$5,000.

Unacceptable Checks for Deposit Using the Service

1. Third-party checks.
2. Checks written for over \$5,000 or under \$1.00.
3. Checks with qualified or conditional endorsements (for example: "Payable to Partners Federal Credit Union without recourse").
4. Checks payable to more than one individual where all parties are not signers on the account may not be deposited using the service (this includes government checks).
5. Any item stamped "non-negotiable".
6. Bonds.
7. Any item issued by a financial institution in a foreign country or in foreign currency.
8. Any item that is "stale dated" or "postdated".
9. Any item that is incomplete.
10. Any item that contains evidence of alternation to the information on the Check.
11. Any item that does not have the appropriate restrictive endorsement.
12. Any check that does not match the amount entered by Member at time of deposit
13. We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We further reserve the right to charge back to your account at any time, any amount that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs or fees you may incur as a result of our chargeback of an ineligible item.

Compliance with Law

The Member shall comply with all laws, rules, and regulations applicable to the Member, to the business and operation of the Credit Union, and to the Partners Mobile Deposit service, including, without limitation, Regulation CC, the Uniform Commercial Code and any rules established applicable to digital images. You shall have the responsibility to fulfill any compliance requirement or obligation that the Credit Union and/or you may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control,

and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

The Credit Union's Rights and Responsibilities

1. For all digital images processed by you pursuant to this Agreement, the digital images will be converted to Substitute Checks and presented for payment.
2. The Credit Union may in its sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in this Agreement and as otherwise established by the Credit Union from time to time.
3. Unless otherwise agreed by you and us, the Credit Union will process any returned items in accordance with applicable law and the Credit Union's Agreements and Disclosures.
4. The Credit Union may at its sole option, with or without cause, at any time and from time to time, refuse to process any digital image. The Credit Union may from time to time establish exposure limitations and assign them to you.
5. In addition to any other rights the Credit Union may have as regards your Accounts, we may hold and use funds in any deposit Account following termination of this Agreement for such time as the Credit Union reasonably determines that any Item processed by Partners prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which the Credit Union may be responsible.
6. Without limitation, you recognize that under the Rules, the UCC, Regulation CC and the rules of any digital image the Credit Union's representations and warranties as regards Substitute Checks may expose Partners to claims for several years following processing of the Substitute Check.
7. The Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control.
8. In the event of any of the foregoing failure or delays, you acknowledge that it may instead deposit directly with the Credit Union any original items for processing and presentment provided such original items have not been previously imaged and processed in connection with Partners Mobile Deposit Service.
9. Partners may add, delete or change the features or functions of the Service, at any time in the Credit Union's sole discretion.
10. If Partners deems it reasonably practicable to do so and if the change adversely affects the Member's usage of the Service, the Credit Union will notify the Member of the change in advance. Otherwise, the Credit Union will notify the Member of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically.

Unavailability of Service

The Credit Union may cause the Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond the Credit Union's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to you. You may deposit original checks and other items to any deposit

Account at the Credit Union in person or in any other manner permitted by agreement between you and us, and we will be responsible for maintaining procedures and facilities to enable you to do so if the Service is unavailable to you.

Processing Times

1. Our business days are Monday through Friday, except holidays. Digital images received after 5:30 pm Eastern time will be processed the following business day. Digital images received Saturday and Sunday are processed on Monday (or in the case of a holiday, the next business day).
2. Transmissions processed on any day that is not a business day, are treated as occurring on the next business day.
3. Digital images processed for deposit through the Service will be deemed

to have been received by the Credit Union for deposit at the time the Imaged Items are actually received and accepted at the location where Partners posts the credit to the Account.

4. A deposit of a digital image will be deemed to have been received and accepted by Partners for deposit when all of the following have occurred:
 - a. the Credit Union has preliminarily verified that the image quality of the Imaged Items is acceptable to the Credit Union in its discretion,
 - b. all digital image information is complete,
 - c. and the deposit totals are balanced to the Item information provided for the deposit; and
 - d. the Credit Union has successfully performed the verification process with respect to the deposit.
5. Notwithstanding the foregoing, digital image received by Partners for deposit may be rejected by the Credit Union in the Credit Union's sole discretion.
6. Digital images will be processed and ready for presentation by the Credit Union after the Credit Union receives all good digital images and associated data for any given transmission from you.
7. If under bullet point 4 above a digital image is not accepted for deposit, the Member may then submit the original check to the Credit Union for processing or contact the maker to reissue the check.
8. If you submit the original check for processing, the Credit Union reserves the right to refuse to process the check for deposit and presentment to the Payor Financial Institution and may instead require you to have the maker reissue the check.

Security Procedures

1. The Member will be solely responsible for establishing, maintaining and following such security protocols as deemed necessary to ensure that digital images transmitted directly to the Credit Union are intact, secure and confidential until received by the Credit Union.
2. You shall comply with online instructions for using the Service by taking reasonable steps to safeguard the confidentiality and security of any passwords, Mobile Devices, and information provided in connection with the Service.
3. You shall limit access to any passwords and Mobile Devices to persons who have a need for such access, closely and regularly monitor the activities of those who access the Service; notify the Credit Union immediately if you have any reason to believe the security of confidentiality required by this provision has been or may be breached; and immediately change the password if the Member knows or suspects the confidentiality of the password has been compromised in any way.
4. Security procedures are not designed for the detection of errors, e.g., duplicate transmissions of digital images or errors in information provided to the Credit Union. The Credit Union is not obligated to detect errors by you.
5. The Credit Union may deny access to the Service without prior notice if unable to confirm any person's authority to access the Service or if the Credit Union believes such action is necessary for security reasons.
6. The Member warrants each time digital images are transmitted using the Service that the Credit Union's security procedures are reasonable (based on the normal size, type, and frequency of transmissions).
7. The Member agrees to be responsible for any transmission the Credit Union receives through this Service, even if it is not authorized by the Member, provided it includes a password or is otherwise processed by the Credit Union in accordance with this security procedure.

The Member Representations and Warranties

The Member makes the following representations and warranties with respect to each digital image processed by you pursuant to this Agreement:

1. The Item is a digital image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time you converted the Check to digital.
2. The Imaged Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return.
3. All encoding, transfer, presentment and other warranties made under applicable law as the Credit Union is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any Substitute Check.
4. There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and you assume responsibility for any such duplicate presentment of any Check.

Fees

You will pay to the Credit Union any applicable fees listed on the Schedule of Fees incorporated into this Agreement and available to you by request or on our website, PartnersFCU.org. The Credit Union may increase, alter, add or otherwise change fees and other amounts payable under this Agreement by the Member upon 30-day notice. Fees may be automatically debited from your Account.

Periodic Statement

Any remote deposits made through the Service will be reflected on your monthly statement. You are responsible for any errors that you fail to bring to our attention with the stated time periods found in the disclosures.

Refer to the terms and conditions applicable in the Truth-in-Savings Agreement and Disclosure, Electronic Fund Transfer Agreement and Disclosure and the Substitute Checks and Your Rights Disclosure for resolution of deposit and Substitute Check errors found on your periodic statement. Refer to the disclosures provided at account opening, request a copy from us or go to our website, PartnersFCU.org, for the most recent version.

Exhibit A

Partners Mobile Deposit Service

The Partner Mobile Deposit Application works with a variety of supported mobile devices and utilizes the built-in camera for the capture of the check images. The list of supported devices includes but is not limited to specific models of:

1. Apple iPhone and iPad
2. Blackberry
3. HP
4. LG
5. Motorola
6. Nokia
7. Palm
8. Samsung
9. Sanyo
10. Sony Ericsson

Other manufacturers and specific models may be added from time to time. As mobile device technology advances, some models of tablets or smartphones may no longer be considered supported devices.

You agree to comply with the requirements above which are incorporated by this reference.

Agreement to the Agreement and Disclosure

By clicking the box below and use of Partners Mobile Deposit Service, you agree to the terms and conditions of this Agreement and Disclosure.

