



**Lanier Federal
Credit Union**

Mobile Deposit Service Application

Member Account Number: _____

Member Name: _____

Primary member Email address: _____ (Required)

Primary member: Cell: _____

Home: _____

Work: _____

Best number during credit union business hours: (check one): ☐ Cell ☐ Home ☐ Work

Joint Owner: _____

Joint member Email address: _____ (Required)

Joint Owner: Cell: _____

Home: _____

Work: _____

Best number during credit union business hours: (check one): ☐ Cell ☐ Home ☐ Work

Please review the following terms and conditions on said agreement, and sign as indicated on page 9.



Mobile Deposit Service Agreement

Mobile Deposit services are offered for the purpose of converting original Checks to substitute checks, as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Board Regulation CC ("Check 21"), for deposit with Lanier Federal Credit Union and for processing and presentment to a collecting or paying financial institution. The Mobile Deposit service is subject to the following terms and conditions. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements (now or in the future) that govern any of your accounts at the Credit Union. To the extent applicable, the terms of other agreements with us are incorporated herein by reference. In the event of a conflict between the terms of this Agreement and any other agreement governing your Accounts, the terms of this Agreement shall control.

This Mobile Deposit Services Agreement ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Mobile Deposit services ("Mobile Deposit") offered by Lanier Federal Credit Union ("Credit Union"). The words "we," "us," and "our" all are references to Lanier Federal Credit Union. The word "Account" means any one or more deposit accounts you have with the Credit Union and shall include consumer accounts. The word Mobile Deposit means the remote deposit capture service offered by Lanier Federal Credit Union. By using the Mobile Deposit service or clicking the electronic signature "acceptance" below, you and any joint owners or authorized users of your Account, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

1. MOBILE DEPOSIT SERVICE

1.1 Mobile Deposit Capture Process. Subject to the terms, provisions and conditions of this Agreement, the Credit Union will provide Mobile Deposit to you. Mobile Deposit will permit you to scan the front and back of each check ("Check" as defined in this Agreement) with your smart phone or another image capture device ("Scanner"), creating an electronic image, and transmit said image in an electronic file that the Credit Union will process and deposit into one of your Accounts. The Credit Union's processing agent shall perform an image quality assessment of scanned Checks or Items and shall convert Items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such Items. You agree that the manner in which Items (e.g., substitute check, image exchange, ACH) are cleared or presented for payment shall be determined by the Credit Union, at its sole discretion. The Credit Union reserves the right to select the clearing agents through which the Credit Union clears Items. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which the Credit Union is a party.

1.2 Checks Deposited and Security Interest. You agree that you will only scan and deposit a Check as that term is defined in Federal Reserve Board Regulation CC ("Regulation CC"). You agree that the image of the Check that is transmitted to the Credit Union shall be deemed an "Item" as that term is used in the Uniform Commercial Code. You agree that you will not use Mobile Deposit to deposit a Check or any other Items that: (a) are payable to any person or entity other than an owner of the Account to which the Item is to be deposited; (b) are drawn, or otherwise issued by you or any person or entity affiliated with you including another owner or joint account holder; (c) are prohibited by

the Credit Union's then current procedures ("Procedures") governing the use of Mobile Deposit service or your Account are in violation of any law, rule or regulation; (d) you know or suspect, or should know or suspect, is a forged or fraudulent Item or not otherwise authorized by the owner of the account on which the Item is drawn; (e) has been previously deposited whether as an original Item, substitute check or image replacement document, without the Credit Union's express written consent; (f) are drawn on financial institutions located outside the United States (including the District of Columbia); (g) is a Remotely Created Check as that term is defined in Regulation CC, or (h) which are not acceptable to the Credit Union for deposit into an Account at the Credit Union under its then current rules (collectively "Prohibited Check"). If you deposit a Prohibited Check into an Account using Mobile Deposit, you agree to indemnify and hold the Credit Union harmless from and against any and all losses, costs and expenses (including reasonable attorney's fees) the Credit Union may incur associated with any warranty, indemnity or other claim arising from or related thereto. You grant us a security interest in all funds now or in the future held by the Credit Union in your Account(s) to secure your obligations under this Agreement. You agree that we may place an exception hold of up to 30 calendar days in the event you terminate this Agreement to permit the Credit Union to satisfy any chargeback or return obligations arising out of or related to the use of Mobile Deposit by you. We may terminate your Mobile Deposit service at any time, in our sole discretion, if we determine your use of Mobile Deposit is inconsistent with safe and sound banking practices.

1.3 Account Posting. Mobile Check deposits will be reviewed and posted on Lanier Federal Credit Union business days only. Business Days for purposes of this Agreement are determined to be Monday through Friday (excluding Federal Reserve Holidays and Good Friday). Mobile deposits received prior to 5:00 PM on a given business day will generally be posted to the Account by the end of the same business day- once approved. Mobile deposits received after 5:00 PM on a given business day will generally be posted to the Account no later than the end of the following business day-once approved. Longer delays may apply. Call (770) 503-1765 for any questions or concerns.

1.4 Funds Availability. Funds from Mobile Deposit Check deposits are not subject to Lanier Federal Credit Union's general Regulation CC Funds Availability Policy.

For purposes of determining the availability of funds, Checks deposited using the Mobile Deposit service are considered received by the Credit Union when the Mobile Deposit capture system expressly indicates that the check images were received by, or delivered to, the Credit Union. You agree that the scanning and transmitting of Checks does not constitute receipt by the Credit Union. Checks scanned and transmitted via Mobile Deposit will be considered received by the Credit Union on the day of receipt. For the purpose of establishing funds availability, your deposits via the Mobile Deposit session are deemed to be received by the Credit Union at the time the deposit transaction posts to the Account. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a Check or Items does not contain errors.

1.5 Deposit Acceptance. You agree that the Credit Union may at any time, at its sole discretion, refuse to accept any or all deposits of Checks from you using the Mobile Deposit service. In the event that the Mobile Deposit capture services are interrupted or are otherwise unavailable, you may, at your option and subject to the Credit Union's other rules and procedures, deposit Checks in-person at a Credit Union branch, via night drop, U.S. mail or any other contractually acceptable method.

1.6 System Requirements. You understand that you must at your sole cost and expense, obtain and use computer hardware and software that meets all technical requirements for the proper delivery of Mobile Deposit and fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree that you may also incur and pay any and all expenses related to the use of Mobile Deposit, including but not limited to telephone service or Internet service charges. You understand and agree that the Credit Union is not responsible for and you release the Credit Union from any and all claims or damages resulting from, or related to, any computer virus resulting from, or related to any computer virus that may be related to or associated with using electronic mail or the Internet. The Credit Union advises you to regularly scan your computer using reliable virus detection products and maintain system firewalls to detect and remove computer viruses.

All right, title and interest in and to (a) any and all computer programs, including but not limited to source and object codes, and any and all updates, upgrades, fixes and enhancements to the Mobile Deposit services software (collectively "Software") and (b) any and all Help Information, instructions and documentation (collectively "Documentation") shall be and will remain the property of the Credit Union and/or third party vendor, as applicable. You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or disassemble the technology of Mobile Deposit Software or Documentation.

2. MEMBER ACCOUNT

Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. Upon receipt of the digital image, we will review the image for acceptability and will convert items meeting our requirements into substitute checks to facilitate the deposit and collection of such items. You understand and agree that electronically transmitting a digital image of a check does not constitute receipt by the Credit Union. Confirmation of our receipt of your deposit can be verified by email, if you choose to receive an email confirmation, or by viewing your account in Online Banking. We shall not be deemed to have received the image for deposit until the image is posted to your account. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive.

2.1 Member Account. You must designate a Credit Union savings or checking Account, subject to Credit Union approval, as the settlement account ("Settlement Account") to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with the Mobile Deposit service. Each Mobile Deposit transaction will appear on your periodic statement with other transactions in your Settlement Account and also may be seen through access to your Online Banking service. You are responsible for auditing and balancing of all transactions in your Settlement Account.

2.2 Responsibility for Scanning. You may need to install and use the software and hardware required by this Agreement for Mobile Deposit services. Each Item to be deposited using Mobile Deposit must be properly endorsed by all payees with the membership number written below the endorsements. You must scan the front and back of each Item using the Mobile Deposit software to capture the image and MICR encoding on, and other required data from, each Check. The Credit Union may, at its option, change the Procedures which are effective immediately upon sending notice to you unless otherwise indicated. The Credit Union may: (a) amend the Procedures from time to time and you agree the Credit Union may provide a copy of the new Procedures in writing or electronically to you; you agree at all times to observe the requirements of the security procedure(s) and to keep them confidential. If you have any reason to believe that the security procedures, your use of Mobile Deposit or other security breaches have occurred, you will promptly notify the Credit Union at 770-503-1765. You may be asked to put your claim in writing. If so, our Mailing Address is: Lanier Federal Credit Union, 3718 Mundy Mill Rd, Oakwood, GA 30566.

2.3 Deposit Requirements and Limits. You agree that Mobile Deposit services will only be used to deposit Checks drawn on financial institutions within the 50 United States (including the District of Columbia and excluding all other territories). You will deposit any Checks not meeting this requirement in person, using a night drop facility or by U.S. mail.

You may send multiple Mobile Deposit Checks to the Credit Union in any one day. The Mobile Deposit limit for your Account will be established and disclosed to you, once approved for the service. To inquire as to your limits, please call 770-503-1765. If the total dollar value of the Mobile Deposit Checks sent to the Credit Union exceeds the Mobile Deposit limit, the Credit Union may, at its option, delay or refuse to accept the Mobile Deposit Checks in excess of the Mobile Deposit Limit.

2.4 Check Retention & Destruction. You agree that all Items belong to you and not to the Credit Union and that those Items shall be handled in accordance with this Agreement. After receipt by the Credit Union, any Item transmission by you meant for deposit to your Account will be acknowledged by the Credit Union using electronic means. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged Items that have been deposited using Mobile Deposit for a reasonable period of time in order to verify settlement and credit, or to balance periodic statements, but in no case beyond thirty (30) days from the date processed (the "Retention Period"); after which, you shall properly destroy and dispose of such original Checks. During the period that you maintain the

original Checks, 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, (i) theft or reproduction of the original Checks (including by your employees) for purposes of presentment for deposit of these original Checks (i.e., after the original Checks have already been presented for deposit via the Mobile Deposit capture service) and (ii) unauthorized use of information derived from the original Checks. 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 (i.e. through the use of competent copying equipment). It is further suggested that appropriate security procedures include limiting access to the Checks to authorized persons and preventing copying of additional scanning of Items presented using Mobile Deposit. If the original Item is still in existence, you agree to promptly provide the Item upon request by the Credit Union.

2.5 Image and MICR Quality. In addition to the requirements of the Mobile Deposit, you agree that each Item scanned and deposited by you to your Account will be of such quality and image that the following information can be clearly read and understood by sight review of the Item:

- a) The amount of the Item;
- b) The payee of the Item;
- c) The signature of the drawer of the Item;
- d) The date of the Item;
- e) The number of the Item;
- f) The information identifying the drawer and the paying financial institution that is preprinted on the Item, including the MICR line containing the ABA routing and transit number, the number of the account on which the Item is drawn, when encoded, the amount of the Item, and when encoded, the serial number and process control field of the Item; and
- g) All other information placed on the Item prior to the time an image of the Item is captured, such as any required identification written on the front of the Item and specifically defined endorsements applied to the back of the Item.

Each Mobile Deposit Check shall also meet the requirements for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve System or any other regulatory agency or clearing house or association.

2.6 Receipt of Mobile Deposit Checks. You agree that you are solely liable for, and the Credit Union shall have no liability to you or anyone else for, any Mobile Deposit Checks or images of Items or other information contained on an Item that is not received by the Credit Union. You also agree that the Credit Union is under no obligation to accept a Mobile Deposit Check and may reject any Mobile Deposit Check you submit for any reason, including but not limited to issues of security and safety and the Credit Union is not obligated to notify you that a Mobile Deposit Check has been rejected. You may always negotiate the Mobile Deposit in person or through other means. Notwithstanding acceptance of a Mobile Deposit Check by the Credit Union, any credit to your Account(s) will be provisional, and you will remain liable to the Credit Union for any errors, inaccuracies, breach of warranties or any other loss or claim against the Credit Union arising from or related to the Mobile Deposit service.

2.7 Presentment Prohibitions. You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any substitute check that has already been presented for deposit using a mobile deposit check capture service, including through our Mobile Deposit service, or (ii) any original Check, the substitute check of which has already been presented for deposit to any account. In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this Subsection you agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of or related to any claims, suits, or demands brought by third parties with respect to any such substitute check or original Check. You agree that the aggregate amount of any Items which are deposited more than once will be debited from your Account, and to the extent funds in your Account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. In the event that the funds in your Account are insufficient, there may also be a fee assessed (refer to the current Fee Schedule which is incorporated here for reference). You further acknowledge that you and not the Credit Union are responsible for the processing and handling of any original Items which are imaged and deposited utilizing the service, and that you assume all liability to the drawer of any Item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

2.8 Member's Representations and Warranties. You represent and warrant:

1. That you will comply with all federal and state laws, and rules and regulations applicable to Online transactions, including those related to use for a criminal purpose and the National Automated Clearing House Association and regional clearing houses, the Board of Governors of the Federal Reserve System, Electronic Check Clearing House Organization (ECCHO) or any other organization to which the Credit Union belongs;
2. That you are authorized to use the Mobile Deposit service and perform your obligations under this Agreement;
3. That the Items and Checks presented do not contain any computer viruses or other harmful, intrusive or invasive codes;
4. That all Checks scanned to LFCU are made payable to you;
5. That all signatures on each Check are authentic and authorized;
6. That no Check has been previously presented;
7. That each Check has not been altered; and
8. That you will assist the Credit Union and its processor in providing the Mobile Deposit services and resolving any errors, disputes or other issues related to Mobile Deposit.

In the event that you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your Account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

2.9 Financial Responsibility. You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the Procedures described in materials for use of the Mobile Deposit service. You assume exclusive responsibility for the consequences of any instructions you may give to the Credit Union, for your failure to access the service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

2.10 Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Help File (exclusive of weekends, all Federal holidays and Good Friday) after receipt of the applicable Account statement from the Credit Union.

3. CREDIT UNION'S OBLIGATIONS

3.1 Financial Data. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation so to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Mobile Deposit service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the service or disclosure of any confidential information or your instructions by your employees, agents or other third parties.

3.2 Service Availability. You understand that Mobile Deposit service availability is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating your instructions and requests to the Credit Union and the Credit Union's response. The Credit Union shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by you in the event of any failure or interruption of such services or any part, thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union including but not limited to Internet service interruption, war, epidemic, strike or work stoppages, electric power disruption or shortage, telecommunications failure or computer failure.

3.3 Exception Items. When the Credit Union reviews and processes your Mobile Deposit Checks, as noted above, the Credit Union may reject any Mobile Deposit Check or Item that the Credit Union, in its sole discretion, determines to be ineligible for the service ("Exception Item") including, without limitation, electronic images of Items drawn on financial institutions located outside the United States, Items drawn on U.S. financial institutions in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of Items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. The Credit Union is not obligated to but may in its sole discretion notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your Accounts with the Credit Union, you shall only do so by depositing the original Item on which the Exception Item is based. You acknowledge and agree that even if the Credit Union does not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union may nevertheless be returned to the Credit Union because, among other reasons, the electronic image is deemed illegible by a paying financial institution. The Credit Union's failure to identify an Exception Item shall not preclude or limit your obligation to the Credit Union.

3.4 Reports. The Credit Union shall provide you with transaction history via Online Banking detailing Items processed, return Items and deposit adjustments.

4. SERVICE FEE

Currently, there is no monthly fee for the Mobile Deposit service. You agree to pay all fees and charges for deposit services as set forth on the Disclosure Supplement, as applicable. All fees are subject to change by the Credit Union upon thirty (30) days written notice to the members.

5. WARRANTIES; DISCLAIMER OF WARRANTIES

5.1 Service Warranty. When you use the Mobile Deposit service, you perform the function of converting an original Check to a substitute check. Therefore, you understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original Check that allows for the creation of a substitute check and that the converted check clearly and accurately represents the information on the front and back of the original Check. The Credit Union and its agents may, but shall have no obligation, to screen Items or substitute checks for legal compliance. You agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits or demands brought by third parties with respect to any such substitute checks.

5.2 Disclaimer of Liability. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

6. CREDIT UNION'S LIABILITIES

6.1 DIRECT DAMAGES. THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT THAT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE SIX MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

6.2 Member's Duty to Report Errors. You shall notify the Credit Union of any errors, omissions or interruptions in, or delay or unavailability of, the Mobile Deposit services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to Member which reflects the error. Your failure to notify the Credit Union of any error, omission or other discrepancy within seven (7) days from the date of a loss shall relieve the Credit Union of any liability for such error, omission or discrepancy. You may report such errors by calling 770-503-1765.

The best way to notify us of any error is by calling. You must confirm any oral report of an error by sending us a written description within 14 calendar days of reporting the error providing us with sufficient information to identify your Account, the date and amount of the error, a description of the error including any payment information (payee, drawer) and current information on how and when to contact you.

6.3 Credit Union's Performance. You acknowledge and agree that the Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by the Credit Union in performing the Mobile Deposit services, in accordance with or unintentional deviation from the terms and conditions of this Agreement, including exhibits or addenda. You acknowledge that the Credit Union's systems and procedures established for providing the Mobile Deposit services are commercially reasonable. You shall defend, indemnify and hold the Credit Union harmless from and against all liability, damage, and loss arising out of any claims, suits or demands brought by third parties with respect to the Mobile Deposit services.

6.4 Limitation. The Credit Union shall have NO LIABILITY to you, or any other person or entity for any loss, damage, cost or expense arising out of this Agreement or the Mobile Deposit services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Mobile Deposit services provided for in this Agreement, and shall have no liability for not affecting an Item, if:

1. The Credit Union receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. The ownership of funds involving an Item or the Authorized Representative's authority to transmit an Item is in question;
3. The Credit Union suspects a breach of the security procedures;
4. The Credit Union suspects that the member Account has been used for illegal or fraudulent purposes; or
5. The Credit Union reasonably believes that an Item is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

The Credit Union will not be liable if you fail to report in a timely manner in accordance with this Agreement any error or discrepancy reflected in an account statement prepared by the Credit Union, or if you fail to report a breach of a security procedure. If the Credit Union fails to perform under this Agreement in accordance with the standards set herein, the Credit Union's liability for damages, losses and other compensation owing to member shall be limited to the total fees paid by you to the Credit Union for the Credit Union's failure to perform, resulting in such liability in the two (2) month period preceding the date the claim accrued. The Credit Union shall not be liable for any loss, damage, liability or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints or any other event beyond its control. In no event will the Credit Union be liable for any indirect, consequential, punitive or special damages. The Credit Union will also be excused from failing to transmit or delay in transmitting an Item if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

7. FORCE MAJEURE

The Credit Union shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

8. TERMINATION

Either party may terminate this Agreement upon not less than ten (10) days prior written notice to the other party. 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, (i) you will immediately cease using the Mobile Deposit service, and (ii) you shall promptly remit all unpaid monies due under this Agreement. Notwithstanding the foregoing, the Credit Union may immediately suspend or terminate your access to the Mobile Deposit service in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the Mobile Deposit service or the Credit Union from harm or compromise of integrity, security, reputation or operation. The Credit Union's security interest in your Accounts will continue until the expiration of any time period for return of any Item on which you may be liable.

9. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Credit Union and its directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (a) your failure to abide by or perform any obligation imposed upon you under this Agreement; (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence by you or any of your representatives involving use of the service; (c) you or your employees, consultants and/or agents actions, omissions or commissions, relating to the service; and (d) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith. You shall be provided with prompt notice of any claims and given full authority and assistance (at your expense) for the defense of any such claims; provided that the Credit Union may also participate in such defense and settlement with counsel of the Credit Union's own choosing at the Credit Union's own expense; provided further, that you shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

10. MODIFICATION OF SERVICES

The Credit Union reserves the right to modify the Mobile Deposit services from time to time without making prior notice to you, provided, however, that the Credit Union will give you at least thirty (30) days notice prior to making any modifications to the Mobile Deposit services that would materially alter their functionality.

11. NOTICE

Except as otherwise expressly provided herein, the Credit Union shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

12. ENFORCEMENT

You agree to be liable to the Credit Union for any liability, loss or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your Accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your Accounts without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Georgia as applied to contracts entered into solely between residents of, and to be performed entirely in Georgia. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on Accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Georgia law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

13. OTHER CONDITIONS

To be eligible for this service, you must agree to be enrolled in LFCU's online banking service and elect to receive all communications electronically. This includes electronic member statements and notices. You agree to maintain an accurate email address with LFCU and notify us promptly of any changes. You must have a device capable of using this service including a camera, internet and/or data. Though this is a free service by LFCU, data rates may apply from your cellular or data carrier. Your membership account must be opened for a minimum of 30 days and be in a satisfactory status. LFCU may refuse this service, at any time, if your account, loan, or other accounts with LFCU becomes problematic.

Prior to electronically transmitting a digital image of the original check, you will restrictively endorse the check as follows: endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must be in ink and include (1) your signature/endorsement, (2) your account number, (3) "FOR MOBILE DEPOSIT" must be written in endorsement area (4) the Date must be entered and, (5) if available, a check mark needs to be placed in a section deemed for Mobile Deposits.

I (We) are applying for LFCU's Mobile Deposit Service. I (We) acknowledge that we have received, read and fully agree to abide by LFCU's Mobile Deposit Service Agreement. I (We) understand that Lanier Federal Credit Union (LFCU) reserves the right to deny, suspend, or revoke access to this service immediately, in whole or in part, at its sole discretion, without notice if LFCU believes that I (We) have breached this agreement or otherwise using this service inconsistently within the terms and conditions as outlined. LFCU also reserves the right to deny any mobile check, at any time, at its sole discretion. I understand that by agreeing to this service, I will begin receiving all statements, notices, alerts via email and text. I agree to promptly notify LFCU of any changes to my personal address, email address and phone number should they ever change.

Member Signature _____ Date _____

Joint Owner Signature _____ Date _____

Lanier Federal Use Only:

Received by: _____ Date _____

Please return completed and signed application to mobileservices@lanierfcu.org or fax to (770) 503-1865.

Lanier Federal Credit Union Mobile Deposit FAQ

1. What is LFCU Mobile Check Deposit?

LFCU Mobile Check Deposit is a service that allows our members to photograph checks and transmit the images to LFCU for posting and clearing your account. This is a member convenience service.

2. Is LFCU Mobile Check Deposit safe and secure?

LFCU Deposit uses the same high level of security and encryption standards as online banking ensuring that member's deposit and personal information are completely safe & secure.

3. Am I eligible to use LFCU Mobile Check Deposit? How do I enroll?

Members may apply by visiting our website (lanierfcu.org) and completing their application online, visiting LFCU during business hours to apply or by calling us to have an application mailed or emailed to you.

4. Is there a cost to use LFCU Mobile Check Deposit?

No, there is no charge for Mobile Deposit. This is a free service for added convenience to our members.

5. How do I access LFCU Mobile Check Deposit?

To access our Mobile Check Deposit Service, visit the *Apple App* Store or the *Google Play* Store and search for the **LanierFCU** app to download. This is a Free app. (You will need to use your internet service to download it or do so where there is free wifi)

6. Is LFCU Mobile Check Deposit right for me?

Everyone who receives checks can benefit from Mobile Check Deposit. With the ability to make deposits from anywhere at any time, it's faster, safer, and more convenient than driving to the branch. However, this service is in no way intended to substitute for the personable service that we strive to deliver.

7. Do I need to include a deposit slip with my check?

No, however if approved for this service, you will be able to designate which account you would like it deposited to, within the app.

8. How do I verify that a check has been accepted?

Log into our mobile banking app. Select the "Deposit" icon at the bottom of the page. Click on "View mobile deposit history," This will show you the status of your most recent deposit. You can also click on the Accepted, Pending or Failed tabs to see if any mobile deposit appears there. Please contact LFCU with any questions. Please make sure that your mobile deposit shows "Accepted" and has posted to your account before using funds in your account.

9. Can I deposit more than one check a time?

Not at this time, however, you can make multiple mobile deposits, though you have to deposit each check separately at this time.