

Mobile Deposits Terms and Conditions

Service Definitions:

- “Business Day” is every Monday through Friday, Eastern Time, excluding Federal Reserve holidays.
- “Service” refers to Priority’s Mobile Deposit Service.

Use of Service

These Services allow you to deposit checks into eligible Priority Credit Union (Priority) checking accounts from a remote location with a compatible mobile device which then delivers the images and associated deposit information to Priority Credit Union electronically. You may use this service only for personal and business use in accordance with the Agreement. In order to use this service, **you must obtain and maintain, at your expense compatible hardware.** We are not responsible for the functionality or maintenance of any third party hardware or software you may need to use the Service.

Agreement Acceptance

This Agreement applies to personal and business accounts only. The acceptance of this Agreement and use of the Service means you agree to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy for your records.

Eligibility and Qualification Requirements

To qualify for this Service, you must meet eligibility criteria as dictated by us, including having all accounts in good standing.

A member must meet the following guidelines to be eligible for Mobile Deposit

1. Member must be 18 years of age or older to have access to RDC.
2. Member must have an established account for 90 days or more.
3. Member must have had an average daily total deposit balance of \$500 or more over the past 90 days. Deposit Balance may include: Main Share, Money Market, Share Draft and CDs.
4. Member must have a share draft account.
5. Any overdrafts within the previous 90 days will disqualify the member’s eligibility.

Eligible Accounts

All personal and business checking accounts are eligible for this Service except:

- a. Savings / Certificate
- b. Retirement
- c. Trust Accounts
- d. Estate Accounts
- e. Second Chance Checking Accounts
- f. POA Accounts

Limitations of Service

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. You acknowledge that you can deposit your check at a branch office location, through a participating ATM, or by mail.

Charges or Fees

Priority does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on Priority's current Schedule of Fees and Charges for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that Priority may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fee, limitations or restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at Priority, including but not limited to account servicing and collection purposes.

Eligible Items

You agree to deposit only "checks" of which are defined as a negotiable demand draft drawn on or payable through or at an office of a bank.

Ineligible Items

You agree that you will not use this Service to deposit to any ineligible items including but not limited to the following:

- a. Checks or items payable to any person or entity other than you
- b. Post-dated checks
- c. Checks or items containing an obvious alteration to any of the fields on the front of the check or item which you know or suspect to be fraudulent
- d. Checks or items drawn or otherwise issued by you or any other party on any of your Priority accounts
- e. Checks or items not payable in United States currency
- f. Items drawn on Financial Institutions located outside the United States
- g. Items previously converted to a substitute check
- h. Consumer Loans, Credit Card, and Mortgage payments
- i. IRA and Share Certificates deposits
- j. Travelers Checks
- k. Starter or counter checks
- l. Amex Gift Check
- m. Savings Bonds
- n. Credit Advance Checks
- o. Checks that require authorization (e.g. COMCHECKS, Branch Pay, Rapid Drafts)

Image Quality

The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by American National Standard Institution (ANSI), clearing house, association or any other regulatory agency.

Endorsement Requirements

You agree to endorse all items with your signature, account number and print “For Mobile Deposit Only or E Deposit” or the box for “Check Here If Mobile Deposit” is selected on the back of the check. Priority Credit Union reserves the right to reject all items that are not endorsed as specified.

Deposit Limits

When using this Service to deposit funds, the number of deposits you can make is limited to 10 checks per business day, with the aggregate amount of deposits not to exceed \$1,500.00 per business day. For Business Accounts you can make a maximum of 20 deposits, with the aggregate amount of deposit not to exceed \$2,500.00 per business day. You must deposit by 3:00 PM for a deposit to be considered that day.

Receipt of Items

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely. An image is considered received when a “Deposit Pending” result is seen on your device. However, such notification does not mean that the transmission was without error. Once an item is reviewed and approved, viewing your account history will confirm the check was posted.

Funds Availability Policy

Below is our general funds availability policy for this Service:

- Up to \$200 of the check will be available on the first business day, after the day of your deposit. Limit of only one (1) \$200 credit per business day.
- Deposits less than \$1,000: The entire deposit amount will be available (1) Business Day from the day of approval.
- Deposits of \$1,000 up to \$2,500.00: The entire deposit amount will be available two (2) Business Days from the day of approval.

Please see the Credit Union’s “Funds Availability Policy Disclosure” for further information.

Retention and Disposal of Items

You agree to retain each item no fewer than two business days after your funds have been posted to your account. Upon receipt of these funds, you agree to mark the items prominently as “VOID” and to dispose of the item(s) in a way that prevents representing for payment. You agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide any retained item to Priority Credit Union as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

Errors and Discrepancies

Notify Priority Credit Union at 407-425-2561 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us with 60 days from the date of your statement was sent, you may not be compensated for any losses.

Security Requirements

To prevent unauthorized usage of the Service, you agree to ensure the security of the personal device you own and use to access the Service. By securing these devices, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing physical device from theft or unauthorized use. Additionally, Priority Credit Union may also request additional information from you.

Disclaimer of Warranties

Priority's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by Priority and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether expressed or implied, including but not limited to the implied warranties or merchantability for a particular purpose. We make no warranty that the services (i) will meet your requirements, (ii) will be interrupted, timely, secure, or error free, (iii) that the results that may be obtained from the service will be accurate or reliable, (iv) that any errors in the services or technology will be corrected.

Limitation of Liability

Priority's liability for errors or omissions with respect to the data transmitted or printed by Priority will be limited to correcting the errors or omissions.

User Warranties and Indemnification

You warrant to Priority Credit Union that:

- a. You will only transmit eligible items that are properly endorsed.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or re-present the original item once it has been sent through this Service, unless specifically requested to do so by Priority.
- e. All information you provide to Priority is accurate and true.
- f. Priority will not sustain a loss because you have deposited an image.
- g. You will comply with this Agreement and all applicable rules, laws, and regulations.
- h. Items you transmit do not contain viruses.

You agree to indemnify and hold harmless Priority from any loss for breach of the warranty provision.

Change in Terms

Priority reserves the right to change the terms and conditions of this Service or terminate this Agreement without notice at any time.

Governing Law

This Agreement supplements the terms of your Membership Agreement and Disclosures. Together they constitute the entire Agreement between you and Priority with respect to the services. You may not assign this Agreement. This Agreement is governed by the laws of the State of Florida and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited. Therefore Member agrees to Priority Credit Union Mobile Deposits Terms and Conditions.