

White Rose Credit Union
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Mobile Deposit Capture Disclosure and Agreement

This is the Mobile Deposit Capture Consumer disclosure and agreement that contains the terms and conditions for White Rose Credit Union's mobile device services. Please read this disclosure and agreement completely and retain them for your personal records. By using or allowing another person to use White Rose Credit Union's Mobile Banking and/or Mobile Deposit Capture service, you are agreeing to be bound by the terms and conditions of this disclosure and agreement. In this disclosure, "you" and "yours" refer to the member, and the terms "we", "us", "our(s)" and "Credit Union" refer to White Rose Credit Union. "Business Day" is every Monday through Friday, Eastern Time, excluding Federal Reserve holidays. "Service" refers to the Mobile Deposit Capture in White Rose Credit Union's mobile application. Each signer who completes the FLEXteller enrollment form with the Mobile Deposit Capture option and/or enters their username and password agrees to be bound by these terms, and conditions of the disclosure and agreement. Your use of the services defines your acceptance of this disclosure and agreement. This disclosure and agreement is subject to change at any time. We will notify you of any material change via email, in office, or on our website by providing a link to the revised disclosure and agreement. Your continued use of the services will indicate your consent to be bound to the revised disclosure and agreement.

Services:

The purpose of this service is to allow you to deposit checks into eligible White Rose Credit Union accounts from a Mobile location by capturing an image of the checks with a compatible mobile device which then delivers the images and associated deposit information to White Rose Credit Union electronically. You may use this service for business or personal use in accordance with the associated disclosure and agreement. We are not responsible for the functionality or maintenance of any third-party hardware or software you may need to use this service.

Eligibility and Requirements:

This disclosure and agreement applies to consumer accounts only. To qualify for this service, you must meet the following criteria:

- ALL accounts must be in good standing
- Membership must be a member for greater than 30 days
- All loans must be current with White Rose Credit Union: accounts with loans more than 30 days delinquent are subject to restricted access
- Valid email address and phone number
- Must have a draft account with active debit card

You may not be eligible for these services if any of the following apply:

- Your account's funds are frozen for any reason
- You have mishandled these services previously

- You have not notified the Credit Union of a change of address or we have received returned mail for you

System Requirements and Limitations:

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. In the event this service is not available to you, you acknowledge that you can deposit your check at any of our physical branch locations or by mail.

White Rose Credit Union may disable the Mobile Banking application and Mobile Deposit Capture without prior notice for scheduled maintenance and upgrades to the system.

In order to use these services, you must have a smart phone or device with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your smart phone device carrier for additional information. You MUST have the White Rose Credit Union mobile application installed on your smart phone device. The White Rose Credit Union mobile application can be downloaded from your device's application store. The operating system version must be compatible with the latest version of the application as determined by your device's application store. You MUST be enrolled in FLEXteller in order to download the app. You MUST be enrolled in Mobile Deposit Capture to be able to deposit checks electronically from any location.

Charges and Fees:

White Rose Credit Union does not charge a usage fee for the Mobile Deposit Capture service. We reserve the right to start charging for this service at any time. If a check 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 White Rose Credit Union's current Fee Schedule 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 the payment. You agree that White Rose Credit Union may debit any account maintained by you in order to obtain payment of your obligations under this disclosure and agreement. You acknowledge that wireless providers may assess fees, limitations, and restrictions, and that we may contact you concerning accounts at White Rose Credit Union, including but not limited to account servicing and collection purposes.

Image Quality:

The image of the check transmitted via the Mobile Deposit Capture feature must be clearly legible. The image being transmitted must comply with all standards for image established by ANSI, the Board of Governors of the Federal Reserve Board, or any regulatory agency, clearing house or association. If the image is not legible, the check will NOT be deposited, and you will be notified by email or phone. The check must be completely filled out with the name of the drawer/payor and signature, the paying bank's pre-printed information, MICR encoded information, the name of the payee, and the payment amount information written on the line and the box.

Eligible Checks:

- Checks which are defined as a negotiable demand draft drawn on or payable through or at an office of any financial institution

Ineligible Checks: You agree to not use the Mobile Deposit Capture to deposit any ineligible checks including but not limited to the following:

- Post-dated or stale dated checks
- Checks older than 6 months
- THIRD PARTY CHECKS: (i.e. any check that is made payable to another party and then endorsed to you by such party)
- Checks payable jointly unless they are being deposited into an account in the name of all payees
- Checks containing an obvious alteration to any of the fields on the front of the check which you know or suspect, or should know and suspect to be fraudulent
- Any check that is incomplete or unsigned
- Checks not payable in United States currency or drawn on an institution outside of the U.S.
- Checks previously converted to a substitute check
- Consumer loans, credit card, and mortgage payments
- IRA and Share Certificate deposits
- Money orders, travelers' checks, starter or counter checks, Amex Gift Cheques, Savings Bonds, and cash
- Checks from a closed account
- Items displaying a "non-negotiable", "void", or other similar notation or watermark
- Items with incomplete or illegible information
- Items with any endorsement on the back other than that specified in this agreement
- Items that have previously been submitted through the service or through a Mobile deposit capture service offered at another financial institution
- Items that have previously been deposited or negotiated in any way via any method at the Credit Union or any other financial institution

Cut-off time and Credit to Accounts:

All deposits are subject to hold. Credit given for the check is provisional and subject to final approval of check. Deposits received prior to 4:00 pm Eastern time on a Monday through Friday, excluding legal holidays, will be credited to your account on the same business day. Deposits received after 4:00 pm Eastern time or on any day the Credit Union is not open, including legal holidays, will be credited on the next business day. It is in our policy that we make \$225 available from an image of an item submitted through Mobile Deposit Capture available to you immediately unless otherwise specified. The remainder of your funds will be available on the second business day or whenever we feel is appropriate. If we are not going to make all the funds from your deposit available on the second business day, we will notify you after reviewing your deposit. Funds you deposit are subject to a longer hold if we have reasonable cause to believe the check is uncollectable. In some cases, we may approve the waiver of the hold based upon member deposit history as well as other criteria. Special circumstances are on a case-by-case decision and will be determined by the Credit Union. A returned check from a Mobile Deposit Capture deposit on a member's account may result in longer holds being placed on deposits. You agree to receive all notifications regarding your use of this Service, including but not limited to exception notices. With respect to each check you send to White Rose Credit Union for deposit, you agree to indemnify and reimburse White Rose Credit Union for and hold White Rose Credit Union harmless from and

against any and all losses, costs, and expenses. This indemnity shall survive termination of your account with us and this disclosure and agreement.

Endorsement Requirements:

To deposit a check and have it processed through Mobile Deposit Capture, it MUST be signed by all payees and restrictively endorsed in the proper locations. The proper locations include both on the back of the check by signing your name and writing below it; "For Mobile Deposit Only WRCU" as well as, printing on the front of the check, in the memo line; "For Mobile Deposit only WRCU."

NAME OF COMPANY
STREET ADDRESS
CITY, STATE

101
00-6789-0000

DATE 12-5-09

PAY TO THE ORDER OF Payee's Name \$ 123.45

One hundred twenty-three and 45/100 Dollars

Financial Institution Name
Street Address

For Mobile Deposit Only WRCU

Memo _____

Maker's Signature

⑆ 2345678⑈

AUXILIARY ON-US FIELD EPC FIELD ROUTING FIELD ON-US FIELD AMOUNT FIELD

ENDORSE CHECK HERE

X Payee's Signature(s)

For Mobile Deposit Only

WRCU

DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE

White Rose Credit Union reserves the right to reject all checks that are not properly endorsed as specified above.

Limitations on Deposit, Frequency and Dollar Amount:

You understand and agree that we cannot exceed the limitations on frequency and dollar amounts of mobile deposits that are set forth.

All deposits are subject to later verification by the Credit Union. We reserve the right to reject or return any deposit or part of a deposit transmitted through this service, at our discretion, and will not be liable for doing so even if such action causes checks or other debits to your account to be dishonored and returned. We are not liable for checks we do not receive or for images that are not transmitted clearly or completely. An image is considered received if you see the deposit in your account. However, such notification does not mean that the transmission was without error.

The limitations are subject to change by us. We may establish limits on the dollar amount, items, and/or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposits will still be subject to the terms of the agreement and we will not be obligated to allow such deposits at other times. Different limits may apply to small business entities. Changes to the limitations will be subject to the "Change in Terms" clause defined within this disclosure and agreement.

Disposal of Transmitted Items:

You agree to retain each check for sixty (60) calendar days from the date of the image transmission. After the sixty (60) calendar days and upon receipt of these funds, you agree to mark the checks prominently as "VOID" and to dispose of the item(s), in a way that prevents them from being re-presented for payment. You agree to store each retained check in a secured location until such proper disposal can be and is performed. You will promptly provide any retained check to White Rose Credit Union as requested to aid in the clearing and collection process or to resolve claims by third parties.

Presentment:

The way the checks are cleared, presented for payment, and collected shall be at White Rose Credit Union's sole discretion.

Errors or Discrepancies:

You agree to notify White Rose Credit Union of any suspected errors regarding items deposited through the Services immediately, and in no event later than thirty (30) days after the applicable White Rose Credit Union account statement is sent. Unless you notify the Credit Union within the proper amount of time, such statement(s) regarding all deposits made through the Mobile Deposit Capture Services shall be deemed correct, and you are prohibited from bringing a claim against White Rose Credit Union for such an alleged error.

Joint Owners:

If you have designated joint owners on your FLEXteller Online Banking account, your Joint Owner will also have online access to the Mobile Deposit Capture Services. You and your Joint Owner(s) are equally responsible for adhering to all terms and conditions of the disclosure and agreements.

Member Responsibilities:

You are solely responsible for:

- Transmitting to the Credit Union a complete, accurate, and legible image of the front and back of the original check without any alteration
- Paying any overdraft or NSF fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid
- Ensuring the safekeeping or destruction of the original item for sixty (60) days after the item has been transmitted and deposited electronically

Disclaimer of Warranties:

White Rose Credit Union's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by White Rose Credit Union 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 of merchantability for a particular purpose. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from the service will be accurate or reliable, and (iv) that any errors in the services or technology will be corrected.

Limitation of Liability:

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

User Warranties and Indemnification:

You warrant to White Rose Credit Union that:

- You will only transmit eligible checks that are properly endorsed
- The item transmitted is a complete, accurate, and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it
- Images will meet the image quality standards
- You will not transmit duplicate checks
- You will not deposit or re-present the original checks once it has been scanned and sent through this service, unless specifically requested to do so by White Rose Credit Union
- All information you provide to White Rose Credit Union is accurate and true
- White Rose Credit Union will not sustain a loss because you have deposited an image
- You will comply with this disclosure and agreement and all applicable rules, laws, and regulations
- Checks you transmit do not contain viruses

Change in Terms:

White Rose Credit Union reserves the right to change the terms and conditions of this Service or terminate this disclosure and agreement without notice at any time. Your continued use of this Service will indicate your acceptance of the revised disclosure and agreement.

Governing Law:

This disclosure and agreement supplements the terms of your Membership Agreement and Disclosures. Together they constitute the entire agreement between you and White Rose Credit Union with respect

to the services. You may not assign this disclosure and agreement. This Agreement is governed by the laws of the Commonwealth of Pennsylvania and of the United States. If a determination that any provision of this disclosure and agreement is unenforceable or invalid it shall not render any other provision of this disclosure and agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.