



*"Building Financial Relationships One Member at a Time!"* ®

**myACFCU ONLINE AND REMOTE DEPOSIT CAPTURE  
AGREEMENTS AND DISCLOSURES**

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 1005 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("myACFCU ONLINE ") AND INTERNET ENABLED MOBILE SYSTEM ("myMobile Deposits"), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE.**

Throughout these Agreements and Disclosures, the references to "We", "Us", "Our" and "Credit Union" mean APPALACHIAN COMMUNITY FEDERAL CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using Our myACFCU ONLINE system. For joint accounts, read singular pronouns in the plural.

**myACFCU ONLINE AGREEMENT AND myMobile Deposits AGREEMENT.**

This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. An electronic fund transfer is any transfer of funds which is performed through Our myACFCU ONLINE system or myMobile Deposits system. You understand that any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your PIN and/or other Account access device; (b) that We may follow all instructions given to the myACFCU ONLINE and myMobile Deposits systems; and (c) that each withdrawal by You or by any authorized user of Your PIN may be charged to Your savings or checking Account, as appropriate, and will be treated as though it were a share withdrawal except that We may charge withdrawals to Your savings Account in any order We determine.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your savings and/or checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges. For security reasons there are limits on the number of transactions that may be processed each day.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES.**

You will be issued separate Personal Identification Numbers (PINs) and/or Access Codes to be used in conjunction with myACFCU ONLINE transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your savings Account or Your checking Account to cover such transactions.

**OTHER AGREEMENT.**

If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

**BUSINESS DAYS.**

Every day is a business day except Saturdays, Sundays and holidays.

**TYPES AND LIMITATIONS OF SERVICES.**

At the present time, You may use myACFCU ONLINE in conjunction with Your Access Code and a personal computer for the following services:

- a. transfer of funds between Your savings and checking Accounts;
- b. make payments on Your loan accounts with Us from Your savings and checking Accounts;
- c. obtain balance information on Your savings or checking and term share certificate Accounts and lines of credit with Us; and
- d. miscellaneous inquiries on Credit Union services that affect Your Account. myACFCU ONLINE operates 24 hours every day. If You attempt to use the system and are told that "the system is not available", please try again later when service is restored.

You may also use myACFCU ONLINE in conjunction with Your Access Code and a personal computer to access the bill payer feature, which can then be used to issue payments to third parties on Your behalf. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of the bill payer feature will be made by check or by electronic fund transfer. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges levied against You. Payments requested to be sent on dates that do not exist in a given month (i.e. February 30th or April 31st), or fall on Sundays, federal reserve and other Credit Union observed holidays will be sent on the preceding day. In addition, payment requests received prior to 4:00 p.m. Eastern Standard Time on a day that We are open will be processed on that day. Payment requests made after 4:00 p.m. Eastern Standard Time will be processed on the next day that We are open.

**myMobile Deposits TRANSACTIONS.**

At the present time, You may use myMobile Deposits in conjunction with Your Access Code and an internet enabled personal computer, smartphone and/or mobile computing device (e.g. tablet) and imaging application/device to deposit checks to Your checking and savings Accounts that You have with Us.

**OWNERSHIP.**

Any Account access device (such as a PIN or Access Code) will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to discontinue its use immediately upon Our request.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.**

If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payor), You can call Us at the telephone shown in this Agreement to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.**

If You want to stop any pre-authorized payments, call Us at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

**NOTICE OF VARYING AMOUNTS.**

If regular pre-authorized payments may vary in amount, the person you are going to pay will tell You, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.**

If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.**

When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**FEES.**

We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, in the fees section of this Agreement. Such fees and charges may also be viewed elsewhere on Our website, separate from this Agreement.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.**

If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages.

However, We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (c) Your PIN or Access Code has been reported lost or stolen and We have blocked the Account; (d) the money in Your Account is subject to legal process or other claim; (e) there are other lawful exceptions established by Us and You are given proper advance notice of them; and (f) You exceed any limits on Your Account.

**LIABILITY FOR UNAUTHORIZED USE.**

Telephone Us at once at the telephone number shown in this Agreement or write to Us at the address shown in this Agreement if You believe Your PIN or Access Code has been lost or stolen. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell us within 2 business days after You learn of the loss or theft of Your PIN or Access Code, You can lose no more than \$50 if someone uses Your PIN or Access Code without Your permission. If You fail to tell Us within 2 business days after You learn of the loss or theft of Your PIN or Access Code and We can prove that We could have stopped someone from using Your PIN or Access Code without Your permission if You had told Us, then You could lose as much as \$500.

Additionally, if Your periodic statement shows transactions that You did not make, You will tell Us at once. If You fail to tell Us within 60 days after We furnish You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.**

Telephone Us at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We sent You the first statement on which the problem or error appeared.

1. Tell Us Your name and Account number.
2. Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
3. Tell us the dollar amount of the suspected error.

If You tell us orally, We may require that You send us Your complaint or question in writing within 10 business days. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; or (b) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made. If We decided that there is no error, We will send You a written explanation within 3 business days after We finish Our investigation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred.

**UNAUTHORIZED TRANSFERS.**

To report a lost or stolen PIN, Access Code or any combination thereof, You will call Us at the telephone number shown in this Agreement. You may also report the loss of a PIN, Access Code or any combination thereof, by writing to Us at the address shown in this Agreement.

**DISCLOSURE OF ACCOUNT INFORMATION.**

We may disclose information to third parties about Your Account or transfers You make:

1. when it is necessary to complete an electronic transaction; or
2. in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or
3. in order to comply with a government agency or court order, or any legal process; or
4. if You give Us written permission.

**TERMINATION.**

We may terminate Your right to use Your PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

## CONSENT TO RECEIVE ELECTRONIC DISCLOSURES, STATEMENTS, AND COMMUNICATIONS

As permitted by law, You hereby authorize Us to electronically provide any and all documentation (agreements, disclosures, notices, statements, and the like) related to Our various products and services that you may from time to time request and/or use. The electronic transmission of such documentation may be conducted in a variety of means such as (a) an electronic message ("e-mail") sent to You at the e-mail address specified by You (and/or any other address specified by You); (b) Your active retrieval via the Internet by any Internet access means from a specific Internet location (identified by Us in an e-mail message sent to You by the Credit Union); and/or (c) any other means of electronically providing such documentation. You understand and agree that Your consent will remain in effect until and unless withdrawn by You either in an electronic message sent by You to Us or by written request for withdrawal of Your consent sent by You to the Credit Union. Your withdrawal of consent to receive documentation in this manner will take effect within a reasonable time period following the receipt of Your request. This authorization does not affect Your right to receive such documentation on paper or in a non-electronic form and You may at any time request that any electronically provided documentation be provided in a paper or non-electronic form. You agree to immediately provide Us updated contact information in the event that Your e-mail address (or any other means You have provided Us to contact You) becomes unusable or inaccurate for any reason. A description of the current means used to provide electronic documentation along with current hardware and software requirements to receive such documentation is provided to You separately. You will be provided updated information in the event that We change these methods and/or hardware/software requirements.

To receive electronic records, You understand that the use of a device such as a personal computer ("PC") or personal digital assistant ("PDA") that has a graphical user interface, or "browser", capable of accessing and viewing electronic communications reasonably expected to reside on and transmit within the Internet will be required. Additionally, various software, such as that which can view an electronic file in a portable document file ("pdf") format may be required to view certain electronic communications. Our system is currently designed to operate using world wide web technologies and protocols which are adaptable to a wide variety of end user systems. More specifically, Our system uses SSL encryption and requires a browser with an appropriate Root CA Security Certificate and uses 256 bit encryption, depending upon the specific browser being used to access the system. Some browsers may require an update to their security certificate to properly connect to the system.

NOTICE: Many electronic communications sent and received over the Internet can be and are often intercepted by unauthorized recipients, beyond the control of the Credit Union. By authorizing the delivery of documentation electronically, You understand and agree that, to the extent permitted by law, the Credit Union cannot and will not be liable for any damages incident to the unauthorized receipt of electronic communications sent by or received from You where such unauthorized receipt is beyond the control of the Credit Union.

## REMOTE DEPOSIT CAPTURE

- **Services.** Upon your assent to this Agreement, Appalachian agrees to provide you with remote deposit capture services ("Services"). The Services are designed to make deposits to certain accounts you maintain with Appalachian by using your approved smartphone or other approved device to capture and transmit a digital image of your paper checks.
- **Member Eligibility.** You understand that you must be an Appalachian member in good standing to qualify for the Services.
- **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. If you do not accept this Agreement, you should not use the Services, as such use would be unauthorized. You agree to comply with the hardware and software requirements set forth at Exhibit "A", which is attached hereto. Appalachian reserves the right to change the terms and charges for the Services described in this Agreement by notifying you of such change in writing. Appalachian may amend, modify, add to, or delete from this Agreement from time to time in its sole discretion. Your continued use of the Services will indicate your acceptance of any such revisions to the Agreement.

- **Compliance with Laws.** You agree to comply with all laws, statutes, regulations, and ordinances pertaining to your use of the Services, as well as all laws relating to the financial transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that govern the Services we provide. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including, but not limited to, litigation expenses and attorneys' fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us and this Agreement.
- **Limitations of Services.** When using the Services, you may experience technical or other difficulties. By using the Services, you acknowledge that such technical or other difficulties may result in the failure of a deposit to post, or some other damage to you. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
- **Eligible Items for Deposit.** You agree to use the Services to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Regulation CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Tennessee.
- **Unacceptable Items for Deposit.** You understand and agree that you will not use the Services to deposit the following items:

- Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
- Any item drawn on your personal account at Appalachian.
- Any item that contains evidence of alteration to the information on the check.
- Any check previously converted to a "substitute check," as defined in Regulation CC.
- Any item issued to you by a financial institution in a foreign country.
- A "remotely created check."
- Any item that is "stale dated," expired, or "post dated".
- Any item that is "non-negotiable" (whether stamped in print or as a watermark).
- Any item that has been re-deposited or returned such as "non-sufficient funds" or "refer to maker" or returned for any other reason.
- Any item that is incomplete.
- Cash.
- Savings Bonds.

Unacceptable deposits may result in the immediate termination of the Services and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account.

- **Check Image Requirements.** Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to imaging the original check, you will restrictively endorse any item transmitted through the Services as “For deposit only, Appalachian account # \_\_\_\_\_” or as otherwise instructed by Appalachian. You agree to follow any and all other procedures and instructions for use of the Services as Appalachian may establish from time to time. The image of the check transmitted to us using the Services must accurately and legibly provide, among other things, the following information: (1) your endorsement; (2) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and (3) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association. Appalachian may reject your deposit if the image is not satisfactory in any way. Receipt of the image does not guarantee we can accept the image.
- **Receipt of Items.** Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image by a confirmation screen upon the conclusion of your transaction. 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. Following receipt of the image, we will process the image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your account and, in the event we reject an item for remote deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit through the Services, we may ask you to provide the original item, because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using the Services is a provisional credit and you agree to indemnify us against any loss we suffer (including, but not limited to attorneys’ fees and litigation expenses) because of our acceptance of the remotely deposited check.
- **Rejection of Deposit.** We are not liable for any fees, service charges, late charges, or any other losses or damages of any kind you may suffer due to our rejection of any item. Nor are we liable for any losses or damages of any kind suffered by you due to a delay in our processing of any item. In all cases, you are solely responsible for any loss, damage, overdraft, fees, or charges due to an item being rejected or returned.
- **Items Returned Unpaid.** A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, including any applicable fees. Please refer to the current Schedule of Service Charges and Fees.
- **Availability of Funds.** If you make a deposit before 4 p.m. Eastern Time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4 p.m. Eastern Time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. For determining the availability of your deposits, every day is a “business day”, except Saturdays, Sundays, and federal holidays. You understand and agree that, for purposes of deposits made using the Services, the place of deposit is Gray, Tennessee.

You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal and/or use in accordance with Funds Availability Policy. You understand that we may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. You also understand that credit is provisional until settlement is final.

- **Email Address.** You agree to notify us immediately if you change your email address.
- **Unavailability of Services.** You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at our branches or through our ATMs or by mailing the original check to Appalachian Community Federal Credit Union, 5034 Bobby Hicks Highway, Suite 2, Gray, Tennessee, 37615. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us. To verify your deposit was accepted you can sign into Mobile Banking or Online Banking, and verify your deposit was received. The credit will be provisional until the deposit has cleared.
- **Retention and Disposal of Transmitted Items.** Upon your receipt of a confirmation from Appalachian that we have received the image of an item, you agree to prominently mark the item as ***“Electronically Presented”*** or ***“RDC”***, and to mark the item with the date of presentment, to ensure that it is not re-presented for payment. You agree to securely store each original check that you deposit using the Services for a period of at least sixty (60) days after transmission to us. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you will safely destroy the original check. You are responsible for any loss caused by your failure to secure the original checks. You agree to never re-present a check for deposit that was deposited using the Services. You agree to promptly provide any retained check, or a sufficient copy of the front and back of the check, to Appalachian as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you fail to do so, you agree you will be solely liable for any unresolved claims by third parties with respect to the check at issue, and you will indemnify and hold harmless Appalachian for all losses (including, but not limited to attorneys’ fees and litigation expenses) we may suffer as a result.
- **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. Current deposit limits are: For deposits using a smartphone-captured image, deposit limits are \$5,000 per day.
- **In Case of Errors.** You agree to immediately notify us of any suspected errors regarding checks deposited through the Services by calling (800) 378-3778 or by visiting our website at [www.myacfcu.org](http://www.myacfcu.org) and clicking on the “Contact Us” link.
- **Periodic Statement.** Any remote deposits made through the Services will be reflected on your monthly periodic statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Services by no later than sixty (60) days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors, and any consequences therefrom, that you fail to bring to our attention within such time period.
- **Ownership & License.** You agree that we retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete ascent to and compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the business interest of Appalachian, or (iii) to actual or potential economic disadvantage in any aspect to Appalachian. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.



- **DISCLAIMER OF WARRANTIES.** YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE, OR APPALACHIAN’S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.
- **LIMITATION OF LIABILITY.** YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF APPALACHIAN HAS BEEN INFORMED OF THE POSSIBILITY THEREOF OR SUCH DAMAGE IS DEEMED FORESEEABLE.

- **Accountholder's Warranties.** You make the following warranties and representations with respect to your use of the Services and each image you transmit to us using the Services:
  - Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
  - The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
  - Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
  - Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.
  - Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
  - You have not knowingly or negligently failed to communicate any material information to us.
  - You will retain possession of each original check deposited using the Services for the required retention period and neither you nor any other party will submit the original check for payment or deposit.
  - You will not use the Services and/or your accounts for any illegal activity or transactions.
  - Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- **Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and litigation expenses, arising out of your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.
- **Termination of the Services.** You may, by written request, terminate the Services provided for in this Agreement. We may terminate your use of the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your account.
- **Deposits into Business Accounts.** You agree that you will be personally liable to Appalachian for all losses we may incur as a result of accepting deposits via the Services into accounts used for business purposes. Such losses may include, but are not limited to, the amount of the credit in the event of non-payment, collection costs, attorneys' fees, and litigation expenses.
- **Relationship to Other Disclosures.** The information in this Agreement applies only to the Services described herein. Provisions in other disclosures and disclosure documents, as may be revised from time to time, remain in effect for all other aspects of your accounts and relationship with us.
- **Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.
- **Relationship.** This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.
- **Force Majeure.** You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay in the Services due to force majeure.

- **Other Terms.** A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

- **Definitions.**

**Check** (as defined in Regulation CC) – a negotiable demand draft that is drawn on:

- Or payable through or at an office of a bank or credit union;
- A Federal Reserve Bank or a Federal Home Loan bank;
- The Treasury of the United States;
- A state or local government that is not payable through or at a bank or credit union
- A United States Postal Service money order;
- A Traveler’s check drawn on or payable through or at a bank or credit union
- An original check.

**Item** (as defined in Article 4 of the Tennessee Commercial Code) –an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.

**Remotely Created Check** (as defined in Regulation CC) – a check that is not created by the paying bank and does not bear a signature by the person on whose account the check is drawn, but is authorized by the account owner.

**Substitute Check** (as defined in Regulation CC) – a check reproduction of an original check that

- Contains an image of the front and back of the original check;
- Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check’s MICR line before an image of the original check was captured.
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140 and
- Is suitable for automated processing in the same manner as the original check.

**GOVERNING LAW.**

This Agreement is controlled and governed by the laws of the State of Tennessee except to the extent that such laws are inconsistent with controlling federal law.

**CHANGE IN TERMS.**

We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

## **EXHIBIT A**

### **Hardware and Software Requirements**

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Appalachian from time to time. Appalachian is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

Minimum requirements are either an

- iPhone with iOS 34x, or
- an Android 2.x. equipped with a camera.

Appalachian reserves the right to change hardware and software requirements and will notify you of any material change via e-mail or on our website(s) by providing a link to the revised requirements. Your continued use of the Service will indicate your acceptance.