

NuVista Federal Credit Union

Mobile Banking and Remote Deposit Capture User Agreement

This Mobile Banking and Remote Deposit Capture (RDC) Agreement (“Agreement”) contains the terms and conditions for the use of NuVista Federal Credit Union’s (“NVFCU”) Mobile Banking and Remote Deposit Capture (“RDC”) Service. This Agreement includes by reference the terms and conditions set forth in NVFCU’s Membership/Account Agreement governing all Member Accounts with NVFCU. In the event of any inconsistency between a provision of this Agreement and Membership/Account Agreement, this Agreement will govern the use of Mobile Banking and RDC. The terms “We,” “Us” and “Our” refer to NuVista Federal Credit Union. “You” or “Your” refer to Member.

This Agreement is governed by and subject to all applicable federal laws and the laws of the State of Colorado, as well as regulations and rules that may be promulgated in accordance with federal and state law. When used in this Agreement, the term “applicable law” includes all of the above. RDC is not governed by Federal Consumer Financial Protection Bureau’s Regulation E, therefore, deposits made through RDC are not considered Electronic Funds Transfers.

1. DESCRIPTION OF PRODUCT

Mobile Banking and RDC are offered as convenience and supplemental services to NVFCU’s Online Banking. They are not intended to replace access to Your Online Banking. You must be enrolled in Online Banking to utilize these services. Mobile Banking services are designed to allow you to: See Account Balances, Make a Loan Payment, Make Transfers between Accounts, Find Loan Information, Pay a Bill using the Bill Pay System, Transfer Money to Another Person, Etc...RDC services are designed to allow You to make deposits to Your Primary Share Draft (Checking) account from home or other remote locations by electronically capturing an image (or picture) of an eligible check using a mobile capture device, such as a smartphone or similar device, and transmit the item to NVFCU for deposit into Your Share Draft (Checking) account. NVFCU reserves the right to limit the types and number of accounts eligible and NVFCU has the right to refuse any transaction You request through Online, Mobile and RDC. The scope of these Services can be modified by NVFCU at any time.

2. ACCEPTANCE OF THESE TERMS

You as the Member accept responsibility for making sure You understand how to use Mobile Banking and RDC. You also accept responsibility for making sure You know how to properly use Your Mobile phone or device. Your use of Mobile Banking and/or RDC constitutes Your acceptance of this Agreement. This Agreement is subject to change from time to time, with or without notice. Your continued use of Mobile Banking and/or RDC after notification shall constitute acceptance of any changes. If You do not consent to the changes, You may terminate and discontinue Your use of Mobile Banking and RDC at any time by notifying NVFCU as discussed in Section 6.11 shown below.

3. TERM AND TERMINATION

We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by You or NVFCU. Without limiting the foregoing, this Agreement may be terminated if You breach any term of this Agreement, if You use Mobile Banking and/or RDC for any unauthorized or illegal purposes or You use Mobile Banking and/or RDC in a manner inconsistent with the terms of Your Membership/Account Agreement or any other Agreement with Us.

4. REMOTE DEPOSIT CAPTURE (RDC) RULES

4.1 Eligibility

Criteria for eligibility may be changed from time to time at the sole discretion of NVFCU.

- You must be a NVFCU Member or Joint Owner of a NVFCU account in good standing for 90 days
- You must be at least Eighteen (18) years of age

4.2 Eligible and Ineligible Items

We may review or verify any item deposited through RDC. We may determine, at Our sole discretion, whether an image of an item is of sufficient quality for acceptance. We may reject an item for deposit for any reason without liability. If We reject an item through RDC, We may accept it through another channel (for example, at a NVFCU Branch). The following lists describe items which may and may not be submitted through RDC.

Eligible Items - All Eligible Items must be properly endorsed (as described in Section 4.5 below) and must comply with the requirements established from time to time by NVFCU, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

- Cashier’s Checks
- Checks drawn on U.S. financial institutions
- Checks payable to multiple parties if account is owned by same

Ineligible Items

- Altered checks
- Checks drawn on a financial institution located outside the United States
- Checks not payable in United States currency
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks that are postdated OR more than six (6) months old
- Checks that You know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks with any endorsement on the back other than that specified in this Agreement
- Items that are missing processing information such as: illegible or missing account or bank routing numbers or endorsements
- Items that have been previously presented for payment at NVFCU or to any other party or electronically captured and endorsed
- Remotely created checks
- Returned items
- Savings bonds

4.3 Deposit Limits

We may establish limits on the dollar amount and/or number of items 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 deposit will still be subject to the terms of this Agreement, and We will not be obligated to allow such a deposit at other times. ***The daily dollar limit is \$2,000 per business day with a limit of 3 checks per day and 10 checks per month. In addition, the monthly dollar limit is \$5,000 per any 30 consecutive calendar days.*** We may establish or change such limits at any time without notice to You.

4.4 Adverse Change

If NVFCU, in its sole judgment, determines that there has been an adverse change in Your financial condition, NVFCU may terminate this Agreement effective immediately, without notice to You.

4.5 Funds Availability

You agree that items transmitted using RDC are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item You transmit through RDC is received and accepted on a business day that We are open, We consider that day to be the day of your deposit. Otherwise, We will consider that the deposit was made on the next business day We are open. Funds deposited using RDC will generally be made available ***three (3) business days from the day of deposit.*** We may make such funds available sooner based on Our sole discretion.

4.6 Endorsements

You agree to restrictively endorse any item transmitted through RDC as “**For mobile deposit only, account # _____**” and sign the back of the check or as otherwise instructed by NVFCU. You agree to follow any and all other procedures and instructions for us of RDC as NVFCU may establish from time to time.

4.7 Disposal of Transmitted Items

You agree to retain the check(s) for at ***least 30 calendar days*** from the date of the RDC transmission, or longer if We request it. During that time, You agree to promptly provide it to NVFCU upon request. You agree not to deposit the same item anywhere else or through any other channel. After 30 days, You agree to destroy the check that You transmitted as an image, mark it “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment. You agree to be liable for the failure to destroy items as described in this Agreement, or if an item is deposited through RDC and later presented or deposited again.

5. NVFCU RESPONSIBILITIES

5.1 Acceptance of Items

NVFCU will credit your account for all qualifying items if received by the ***deadline of 2:00 PM MST*** in correct and usable form. As set out in detail in Section 6.2 below, NVFCU reserves the right to reject any item that is inaccurate or not eligible for processing, and is not responsible for any delays in funds availability as a result of rejected items.

5.2 Return Items

NVFCU will process and return unpaid items in accordance with NVFCU's published guidelines and schedules, as governed by applicable law, and will as necessary, convert check images into substitute checks for processing.

5.3 Reporting

NVFCU will provide RDC information in appropriate format and media necessary to operate RDC, including balance information and the ability to display RDC transactions deposited.

5.4 Liability and Disclaimer

NVFCU shall not be liable to You other than as required by applicable law when the procedures of NVFCU are followed and such procedures are reasonable. NVFCU is not responsible for detecting Your errors contained in any deposit created and transmitted to NVFCU by You. NVFCU is not responsible for loss resulting through error by other banks or other entities involved in the collection process. NVFCU will not be liable to You for losses caused by Your failure to properly use Mobile Banking, RDC, or Your Mobile Device.

5.5 Reliance on Information Sent

NVFCU shall be entitled to rely on any information sent via Your remote capture device through RDC. NVFCU is not responsible for any losses that may result from the unauthorized use of RDC.

6. MEMBER RESPONSIBILITIES

6.1 Documentation Requirement

You agree to provide information as required by applicable law or by NVFCU, when requested.

6.2 Ensuring that Data is Accurate and Usable

You agree that You are responsible for ensuring that all items are correct and usable, both in content and form. Transmitted items will be rejected or may be held for further research and verification if they exceed the exposure limit, if the image quality is unacceptable, if there has been a duplication of items, if the transaction is out of balance or otherwise cannot be processed, is inaccurate, incomplete or inadequate. If rejected, it is Your sole responsibility to correct and resubmit the information to NVFCU. You are responsible for all delays in funds availability for any items rejected or held.

6.3 Receipt of Deposit Verification

If You do not receive a confirmation of deposit following a transmission, it is Your sole responsibility to determine why the transmission was not received, and NVFCU is not responsible for determining the cause or for processing the deposit. If confirmation is received, it does not mean that the image contains no errors, NVFCU reserves the right to reject any image.

6.4 Daily Item Balancing

You agree to verify RDC items deposited, using online banking, calling or visiting a branch, and immediately notify NVFCU of any error(s). NVFCU will make every effort to assist You in resolving transmission and posting errors, but all adjustments will be made in accordance with NVFCU's Membership/Account Agreement and applicable law. *As stated in Section 4.4, Funds will generally be made available three (3) days from the date of deposit.

6.5 Risk Management

You shall be responsible for protecting against unauthorized access to RDC information and data in accordance with applicable law, which includes, but is not limited to the following:

- a) Maintaining mobile access device with recommended identification codes, settings, software and parameter updates provided by NVFCU and/or Your mobile access device vendor;
- b) Changing passwords periodically or when requested by NVFCU;
- c) Using virus and malware detection software approved by Your mobile access device vendor as available;
- d) Avoiding the use of operating system or access device features that "remember" pass codes or account information;
- e) Permanently destroying or erasing all memory components, hard drives and all electronic media used with RDC that have become obsolete, unusable or which are defective.
- f) Destroying or storing replaced memory cards in a secure environment before activating new access devices; and
- g) You further agree to notify NVFCU before making any oral or written statements that may be published by newspaper, radio, television or Internet.

6.6 Password and Security

You agree not to give or make available Your Mobile Banking user information and password to any unauthorized individuals. You are responsible for all transactions. If You permit other persons to use Your Wireless Device and PIN or other means to access Your Mobile Banking, You are responsible for any transactions they authorize. Even those transactions You did not intend or want performed, will be considered authorized transactions by You. If You believe Your user information and password, Your Wireless Device, or other means to access Your account has been lost or stolen, or that someone may attempt to use the Mobile Banking and/or RDC Service without Your consent, You must notify NVFCU immediately, by telephone or in person. (970) 249-8813 or (888) 261-7488.

**NVFCU will never contact You via Email or telephone requesting Your Mobile Banking or RDC user information or password. If You are contacted by anyone requesting any personal information, DO NOT give it to them, and contact NVFCU immediately.

6.7 Hardware and Software

In order to use Mobile Banking and RDC, You must obtain and maintain, at Your expense, compatible hardware and software including mobile applications as specified by NVFCU. NVFCU is not responsible for any third-party software You may need to use these 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 provider at the time of download and installation.

6.8 Contact Information

You agree to notify Us immediately if You change Your Physical Address, Mailing Address, Telephone Numbers, and Email Address.

6.9 Procedural Requirements

You agree that You have access to annually updated rules and regulations for Mobile Banking and RDC and agree to follow the procedures defined in the information provided to You by NVFCU.

6.10 Limitations on Service and Force Majeure

You agree not to hold NVFCU liable for interruptions in the availability or functionality of Mobile Banking and/or RDC, which may occur without notice to You for technical or other reasons. NVFCU will attempt to post alerts on Our website to notify You of any interruptions. NVFCU is not liable for any delay or failure to act if such a delay or inaction is caused by legal constraint, interruption of transmission or communications, equipment failure, natural disaster, war, emergency conditions, or other conditions beyond NVFCU's control. NVFCU cannot guarantee and is not responsible for the availability of data services provided by Your mobile carrier.

6.11 Cancellation

You may cancel Your Mobile Banking and RDC at any time by notifying NVFCU. Call (970) 249-8813 or (888) 261-7488. In writing to: NuVista Federal Credit Union, PO. Box 1085 Montrose, CO. 81402. By Email: info@nuvista.org

7. PAYMENT TO NVFCU

NVFCU does not presently charge a fee for the use of Mobile Banking and RDC. However, at NVFCU's sole discretion, a fee may be imposed in the future after You have received at least thirty (30) days' notice. **Some services within Mobile Banking and/or RDC may have fees associated. If You agree to the fee, Your continued use of Mobile Banking and/or RDC will constitute acceptance. Your normal account charges will continue to apply. You authorize Us to automatically charge Your account for all such fees incurred under this Agreement and any other NVFCU Agreement. NVFCU is not responsible for any fee that may be charged to You by Your mobile device provider.

8. LIABILITY AND INDEMNITY

NVFCU's responsibility and liability to You for any liabilities, claims, losses, costs, expenses (including attorney's fees and costs) or damages of any kind, including without limitation direct or indirect, special, incidental, consequential and punitive damages, arising in connection with any aspect of Mobile Banking and/or RDC, including but not limited to the use or the inability to use any Mobile Banking and/or RDC feature, or any failure, error, omission, interruption, defect, delay in operation or transmission, computer viruses or malware, or any line or system failure related to Mobile Banking and/or RDC, are strictly limited to those expressly provided by applicable law. You agree to hold harmless, defend and indemnify NVFCU, its Officers, Board of Directors, Agents, Employees, and all persons in privity with it from and against any liabilities, claims, losses, costs, expenses (including attorney's fees and costs) or damages of any kind, including without limitation direct or indirect, special, incidental, consequential and punitive damages, arising in connection with any aspect of Mobile Banking and/or RDC, even if the losses resulted from the negligence of the parties indemnified herein. NVFCU'S limited responsibility and liability as set forth herein constitutes Your sole and exclusive remedies under this agreement in lieu of all other remedies, whether expressed or implied and whether at law or in equity, and NVFCU hereby disclaims, and You waive and relinquish Your rights to any other remedy and claims.

9. AUTHORIZED EQUIPMENT AND SOFTWARE

You agree to purchase and use equipment and software that is compatible with Mobile Banking and/or RDC, and is approved by NVFCU. NVFCU shall have no liability or responsibility for any damages, losses or claims by You as a result of any software or equipment used in conjunction with Mobile Banking and/or RDC and transactions contemplated by this Agreement, and Your sole recourse with respect to any such damages, losses or claims shall be against the manufacturer or provider of such software and equipment.

10. MISCELLANEOUS

10.1 Benefits and Assignment of Agreement

The terms and provisions of this Agreement shall inure to the benefit of and be binding upon You, NVFCU and its respective successors and assigns. You may not assign Your rights under this Agreement. NVFCU may assign or delegate certain of its rights and responsibilities under this Agreement as it deems necessary.

10.2 Entire Agreement

This Agreement constitutes the entire understanding between the parties as to Mobile Banking and RCD, and supersedes any and all previous agreements with respect thereto.

10.3 No Oral Agreements

No Officer or Employee of NVFCU has authority to orally modify any provision of this Agreement. You acknowledge that there are no oral conditions, representations, agreements or commitments affecting the Agreement and that You have not entered into this Agreement in reliance upon any representation made by NVFCU.

10.4 Ownership of System

You agree that certain Mobile Banking and RDC features are provided by NVFCU to You under a sublicensing agreement with third-party vendors. You agree that NVFCU may in the future contract with additional third-party vendors for development and/or delivery of Mobile Banking and RDC features or enhancements as We deem necessary or desirable. You agree that the vendors used are the sole owners and licensors for their Mobile Banking and RDC features and that at no time during the term of this Agreement, or after termination, will You have any claim or interest in Mobile Banking or RDC, other than Your information and data.

10.5 Severability

If any of the provisions of this Agreement are deemed invalid under any applicable law, all remaining provisions shall remain in full force and effect.

10.6 No Waiver

NVFCU will not be deemed to have waived any of Our rights or remedies under this Agreement, unless such waiver is in writing and signed by NVFCU's CEO. No delay or omission on Our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver on future occasions.

10.7 Notice

Notices from NVFCU to You may be made by any method selected by NVFCU, including United States Postal Service, Email, Facsimile or Text Message. Notices from You to NVFCU shall be made through United States Postal Service or Email. You may advise NVFCU by Telephone (970) 249-8813 or (888) 261-7488 of any issue needing immediate attention, but such notice must be followed up in writing. All such notices will be mailed to NuVista Federal Credit Union, PO Box 1085, Montrose, Colorado 81402, and shall be effective upon receipt.

10.8 Headings

Headings to sections of this Agreement are included for ease of reference and shall not be deemed to create rights, remedies, claims or defenses arising under this Agreement.

10.9 Ownership & License

You agree that NVFCU retains all ownership and proprietary rights in these services, associated content, technology, and website(s). Your use of the Mobile Banking and RDC is subject to and conditioned upon Your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates Your right to use the Services. (i) In any anti-competitive manner, (ii) For any purpose which would be contrary to NVFCU's business interest, or (iii) To NVFCU's actual or potential economic disadvantage in any aspect. You may only use the Services for Non-Business, Personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from any of the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

10.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.