

Partner Colorado Credit Union General Mobile Banking Use Agreement

All terms and conditions applicable to PCCU Home Banking also apply to Mobile Banking. Depending on your wireless plan, you may be charged an access fee. Please check with your service provider for details on specific fees and charges.

Partner Colorado Credit Union Remote Deposit Capture Agreement

This Remote Deposit Capture Services Agreement ("Agreement") is entered into between Partner Colorado Credit Union ("Credit Union") and its member ("Member"), and forms part of the deposit account agreement and disclosure for the account(s) of Member (collectively, the "Deposit Account Agreements"). In the event of conflicts between the terms of this Agreement and the terms of the Deposit Account Agreements, the terms of this Agreement shall control.

1. **Background.** Credit Union offers the Product and Services for the conversion of Checks to Substitute Checks or Image Exchange Items, which would enable Member to transmit paper checks, converted to Imaged Items to Credit Union for processing and deposit into the deposit account of Member maintained at Credit Union ("Account(s)").
2. **Definitions.** Capitalized terms defined in this Agreement shall have the meanings indicated in this Agreement (including in Exhibit A).
3. **Services.** Credit Union will provide to Member the Product and Services described in this Agreement to enable Member to transmit Imaged Items to Credit Union or the Credit Union's designated processor to be cleared as Substitute Checks or Image Exchange Items. Credit Union and Member will comply with the terms and provisions of this Agreement with respect to the use of the Product and the performance of the Services.
4. **Implementation.** Member will capture digitized images of Checks using mobile devices owned by member. Any software necessary shall be maintained by Member, except as the parties may otherwise agree in writing, and must meet technical specifications acceptable to Credit Union. Member shall transmit its output files as provided in the Documentation.
5. **Member Responsibilities.** In connection with the Product and the Services, Member shall comply with the following:
 - 5.1. **Member's General Responsibilities.**
 - 5.1.1. Member shall maintain one or more Credit Union accounts at Credit Union for the receipt of deposits of Items.
 - 5.1.2. Member shall be responsible for its own training in the use of the Product and Services.
 - 5.1.3. Member will only submit Checks for processing to Credit Union that meet the definition of "Check" in Exhibit A and will ensure that the Checks scanned meet the standards for image quality established by ANSI, The Board of Governors of the Federal Reserve, Regulation CC (subpart D) and other pertinent regulatory agencies.
 - 5.1.4. Unless prior approved by Credit Union in writing, Member will not attempt to scan and transmit to Credit Union any Check which is drawn on a deposit account of Member at Credit Union or any other financial institution, or a deposit account of any business entity of which Member is a principal, officer or authorized signer.

5.1.5. Member will not attempt to scan and transmit to Credit Union any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with the Credit Union. Notwithstanding the foregoing, Credit Union may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the Deposit Account Agreements.

5.1.6. Member will (i) ensure that Checks are restrictively endorsed in the proper location on the back of the Item and include the required endorsement to include:

For Mobile Deposit Only
Partner Colorado Credit Union
Your Account Number
Your Signature

5.1.7. Member shall be responsible for verifying Credit Union's receipt of Member's transmission(s) by verifying that deposits have been posted to the appropriate Accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Credit Union. Transmitting a file does not mean the Credit Union received the file.

5.1.8. Member will retain each Original Check. Member will store Original Checks in a safe and secure environment for a minimum period of 120 days after such Item has been digitized and processed (Retention Period). Member shall take appropriate security measures to ensure that during the Retention Period: (a) only authorized persons shall have access to Original Checks, (b) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Member shall destroy Original Checks upon the expiration of the Retention Period applicable to such Checks. Member will use a commercially reasonable method which is consistent with any requirements of Regulation CC and approved by Credit Union to destroy Original Checks after Member's Retention Period. Member hereby indemnifies Credit Union for, and holds Credit Union harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of Original Checks by Member. Members will promptly (but in any event within 5 business days) provide any retained Original Check (or, if the Original check is no longer in existence, a sufficient copy of the front and back of the Original Check) to Credit Union as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as Credit Union otherwise deems necessary.

5.1.9. Member understands and agrees that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to Member and Member's Account charged for the amount of the Item plus any associated fee as disclosed in Credit Union's schedule of fees. Credit Union's right to charge the Account of Member will apply without regard to whether the Item is timely returned to Credit Union or whether there is any other claim or defense that the Item has been improperly returned to Credit Union

5.1.10. Member represents, agrees and warrants to Credit Union that (except as otherwise specifically disclosed in writing to Credit Union) Member is not now engaged, and will not during the term of this Agreement engage, in any business that would result in Member being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations.

5.1.11. Member will not engage in any activity directly or indirectly related to the use of the Service that is illegal or fraudulent.

5.1.12. Member will not submit for deposit those items listed as non-qualifying items. Credit Union's processing of any Imaged Item that meets the definition on Exhibit A ("non-qualifying Items") shall not constitute a waiver by Credit Union or obligate it to process such Non-qualifying Items in the future. Credit Union may discontinue processing of Non-qualifying Items at any time, without cause or prior notice.

5.1.13. To ensure accuracy, Member shall balance the dollar amount of each deposit to the sum of the checks prior to transmitting the File. Member may send multiple Files to the Credit Union or Processor throughout the day. Member shall not make deposits in excess of the following deposit limits (the “**Deposit Limit**”):

“Hold Base” is a proprietary algorithm based on your (member) balance, overdraft history, and account tenure and is subject to change at any time.

Hold Base Amount	\$0	\$400-\$899	\$900 and up
Per Check Limit	\$10,000	\$10,000	\$10,000
Deposit Limit Per Day	\$10,000	\$10,000	\$10,000
Max Amount Immediately Available	\$200	\$500	\$1,000

MEMBER ELIGIBILITY:

- Must be a member for a period of at least 30 days
- Must be in good standing; no delinquent loan payments, overdrafts or returned deposit items.

5.2. Remote Deposit Capture Service.

5.2.1. Member’s Account will be provisionally credited upon Credit Union’s acceptance of Imaged Items for deposit which are received by Credit Union from Member through the Service.

5.2.2. Member will create images of Checks via the member’s mobile device through the Credit Union mobile banking application. Member will enter all amounts and any other required information correctly.

5.2.3. The Imaged Items will be transmitted by Member to Credit Union, or Credit Union’s authorized processor, over the Internet or cellular network.

5.2.4. Credit Union will maintain the appropriate Account for Member to receive credit and provide other specific information required by Credit Union related to the Service. As set forth in paragraph 9.2, all deposits received by Credit Union are accepted subject to Credit Union’s verification and final inspection and may be rejected by Credit Union in Credit Union’s sole discretion. All deposits are subject to the terms of the Deposit Account Agreements.

5.2.5 Funds Availability – You agree that items deposited through the Remote Deposit Capture Service are not subject to the funds availability of the Federal Reserve Board Regulation CC, and that we may the delay availability of funds deposited through the Remote Deposit Capture Service based on our Funds Availability policy if we determine that the item is not eligible as described in this Agreement or that the item is over any deposit limit we may establish, or if we believe for any reason that the item may not be paid.

6. Compliance with Law.

Member shall comply with all laws, rules, and regulations applicable to Member, to the business and operation of Member, and to the Products and Services, including, without limitation, Regulation CC, the Uniform Commercial Code and any rules established by an image exchange network through which Image Exchange Items are processed pursuant to this Agreement. Member shall have the responsibility to fulfill any compliance requirement or obligation that Credit Union and/or Member may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

7. Credit Union Rights and Responsibilities.

7.1. For all Imaged Items processed by Member pursuant to this Agreement, (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Image Exchange Items will be presented for payment through image exchange networks. Credit Union may in its sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in the Documentation and as otherwise established by the Credit Union from time to time.

7.2. Unless otherwise agreed by Member and Credit Union, Credit Union will process any returned Items in accordance with applicable law and the Deposit Account Agreements.

7.3. Subject to Paragraph 8.5 below, availability of credit from Items processed under this Agreement will be subject to the availability schedule of Credit Union, which may be amended without notice.

7.4. Credit Union may at its sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. Credit Union may from time to time establish exposure limitations and assign them to Member.

7.5. In addition to any other rights Credit Union may have as regards the Accounts of Member, Credit Union may hold and use funds in any deposit Account following termination of this Agreement for such time as Credit Union reasonably determines that any Item processed by Credit Union prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which Credit Union may be responsible. Without limitation, Member recognizes that under the Rule, the UCC, Regulation CC and the rules of any image exchange network Credit Union's representations and warranties as regards Image Exchange Items and Substitute checks may expose Credit Union to claims for several years following processing of the Image Exchange Item or Substitute Check.

7.6. Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Credit Union's control. In the event of any of the foregoing failure or delays, Member acknowledges that it may instead deposit directly with Credit Union any Original Items for processing and presentment provided such Original Items have not been previously imaged and processed in connection with the Product and Services. In addition, Credit Union shall be excused from failing to transmit or delay in transmitting an Item for presentment if such transmittal would result in Credit Union's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if Credit Union's otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

7.7. Credit Union may add, delete or change the features or functions of the Service, at any time in Credit Union's sole discretion. If Credit Union deems it reasonably practicable to do so and if the change adversely affects Member's usage of the Service, Credit Union will notify Member of the change in advance. Otherwise, Credit Union will notify Member of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. Credit Union may cause the Service to be temporarily unavailable to Member, either with or without prior notice, for site maintenance, security or other reasons, and Member acknowledges that factors beyond Credit Union's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to Member. Member may deposit Original Checks and other items to any deposit Account at Credit Union in person or in any other manner permitted by agreement between Member and Credit Union, and Member will be responsible for maintaining procedures and facilities to enable Member to do so if the Service is unavailable to Member.

8. Processing Times.

8.1. The Service is available for use only on business days during the times set forth in the Agreement, except during maintenance periods, or such other hours as established by Credit Union from time to time. Transmissions processed after these hours on a business day, or on any day that is not a business day, are treated as occurring on the next business day.

8.2. Imaged Items processed for deposit through the Service will be deemed to have been received by Credit Union for deposit at the time the Imaged Items are actually received and accepted at the location where Credit Union or its designated agent posts the credit to the Account. A deposit of Imaged Items will be deemed to have been received and accepted by Credit Union for deposit when all of the following have occurred: (i) Credit Union has preliminarily verified that the image quality of the Imaged Items is acceptable to Credit Union in its discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) Credit Union has successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by Credit Union for deposit may be rejected by Credit Union in Credit Union's sole discretion.

8.3. Items will be processed and ready for presentment by Credit Union after Credit Union receives all good digitized images and associated data for any given transmission from Member. Credit Union will use commercially reasonable efforts to present Items for payment to the applicable Endpoint within a reasonable period of time following such receipt.

8.4. If under Paragraph 8.3 above an Imaged Item is not accepted for deposit, Member may then submit the Original Check to Credit Union for processing or contact the maker to reissue the Check. If Member submits the Original Check for processing, Credit Union reserves the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require Member to have the maker reissue the Check.

8.5. It is Member's responsibility to understand and build into its transmission schedules the appropriate deadlines necessary to meet the availability schedules of Credit Union as set forth in the Deposit Account Agreements or as otherwise established by Credit Union. Member is further responsible for understanding and building into its transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

9. Security Procedures.

9.1. Member will be solely responsible for establishing, maintaining and following such security protocols as deemed necessary to ensure that output files transmitted directly to Credit Union are intact, secure and confidential until received by Credit Union.

9.2. Member shall comply with online instructions for using the Product and Service by taking reasonable steps to safeguard the confidentiality and security of any passwords, equipment, and other proprietary property or information provided in connection with the Service.

9.3. Credit Union may elect, at Credit Union's discretion, to verify the authenticity or content of any transmission by placing a call to any authorized signer on Member's Account or any other person designated by Member for that purpose. Credit Union may deny access to the Service without prior notice if unable to confirm any person's authority to access the Service or if Credit Union believes such action is necessary for security reasons.

9.4. Member warrants each time Imaged Items are transmitted using the Product and Service that Credit Union's security procedures are commercially reasonable (based on the normal size, type, and frequency of transmissions). Member agrees to be responsible for any transmission Credit Union receives through this Service, even if it is not authorized by Member, provided it includes a password or is otherwise processed by Credit Union in accordance with this security procedure.

10. Member Representations and Warranties.

Member makes the following representations and warranties with respect to each Item processed by Member pursuant to this Agreement:

10.1. The Imaged Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Member converted the Check to an Imaged Item;

10.2. The Imaged Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; and

10.3. All encoding, transfer, presentment and other warranties made under applicable law as Credit Union is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.

10.4. There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and Member assumes responsibility for any such duplicate presentment of any Check.

10.5. The Original Check contains no alterations.

10.6. All data and other information submitted by Member to Credit Union, including, but not limited, to data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement.

11. Member Indemnification.

Member will indemnify and hold harmless Partner Colorado Credit Union and each of its subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each and “**Indemnified Party**” and, collectively the “**Indemnified Parties**” for, and holds each of the Indemnified Parties harmless from and against all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys’ fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) the wrongful acts or omissions of Member, or any person acting on Member’s behalf (including without limitation Member’s authorized processor, if any), in connection with Member’s use of the Product or Services or processing of Items under this Agreement, including without limitation (a) the breach by Member of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Member or its Members or any third party on behalf of Member, (c) any misuse of the Product or Services by Member, or any third party within the control or on behalf of Member, (d) the failure by Member to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on Credit Union by, any clearing house, or any governmental entity, arising out of or connected with any Item processed by Credit Union for Member or at Member’s instruction; (ii) any act or omission of Credit Union that is in accordance with this Agreement or instructions from Member; (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to Credit Union; (iv) any loss or corruption of data in transit from Member to Credit Union; (v) any claim by any recipient of a Substitute Check corresponding to a Check processed by Member under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check; or (vi) any claims, loss or damage resulting from Member’s breach of, or failure to perform in accordance with, the terms of this Agreement.

12. Disclaimer.

CREDIT UNION’S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND MEMBER’S RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. CREDIT UNION AND EACH OF ITS PARENTS, SUBSIDIARIES AND AFFILIATES HEREBY DISCLAIM, AND MEMBER HEREBY WAIVES AND RELEASES CREDIT UNION, EACH OF ITS PARENTS, SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES FROM ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL DOCUMENTS, SERVICES, INFORMATION, ASSISTANCE, SOFTWARE PRODUCTS, OR OTHER MATTERS PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (iii) ANY WARRANTIES OF TIMELINESS OR NON INFRINGEMENT; AND (iv) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR

FREEDOM FROM ERROR. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, NEITHER CREDIT UNION NOR EACH OF ITS PARENTS, SUBSIDIARIES AND AFFILIATES WARRANT THAT OPERATION OF THE PRODUCT WILL BE ERROR-FREE OR THAT IT'S OPERATION WILL BE UNINTERRUPTED.

13. Credit Union's Liability.

13.1. Credit Union will not be liable to Member for any of the following: (i) any damages, costs or other consequences caused by or related to Credit Union's actions that are based on information or instructions that Member provides to Credit Union; (ii) any unauthorized actions initiated or caused by Member or its employees or agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom Credit Union has delegated the performance of specific obligations provided in this Agreement; (iv) any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than the breach of contract, gross negligence or willful misconduct of Credit Union), including without limitation, that the Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) Member's or any other party's lack of access to the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems, or (vii) if Member does not follow or comply with the representations or warranties set forth in Section 10 above.

13.2. Credit Union's liability for errors or omissions with respect to the data transmitted or printed by Credit Union in connection with this Agreement will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing the Image Exchange Items or Substitute Checks to the Payor Financial Institution.

13.3. Notwithstanding anything to the contrary in this Agreement, Credit Union's aggregate liability for claims related to this Agreement, whether for breach, negligence, infringement, in tort or otherwise, arising during any 12 month period shall be limited to an amount equal to the amount of fees paid by Member to Credit Union under this Agreement for such 12 month period.

13.4. Except as otherwise specifically provided in this Agreement, in no event will either party be liable to the other for any consequential, indirect, incidental, special, exemplary or punitive damages, including without limitation any loss of use or loss of business, revenue, profits, opportunity or good will, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if such party has been advised or should have known of the possibility of such damages.

13.5. Member and Credit Union acknowledge and agree that the limitations of liability in this Section are a bargained for allocation of risk and liability, and agree to respect such allocation of risk and liability. Each party agrees and acknowledges that the other party would not enter into this Agreement without the limitations of liability set forth in this Section.

14. Miscellaneous.

14.1. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party; provided, however, Credit Union may assign or transfer this Agreement or any part of it, by operation of law or otherwise, to any of Credit Union's affiliates or to a successor of Credit Union by merger or acquisition and Member hereby consents to such assignment or transfer in advance. The legal successor(s) resulting from such aforementioned assignment or transfer will succeed to and be bound by this Agreement. Credit Union may subcontract any of the work, services, or other performance required of Credit Union under this contract without the consent of Member.

14.2. Consent to Breach Not Waived. Neither party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

14.3. Notices. Any notice required shall be given by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically or by any other means agreed upon by both parties and if, to Partner Colorado Credit Union at 6221 Sheridan Blvd., Arvada, CO 80003, if to Member, as the most recent address shown for Member in Credit Union's records. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Any notice mailed shall be presumed received on the third business day after mailing thereof.

14.4. Force Majeure. Neither party will be liable to the other for any delay or interruption in performance as to any obligation in this Agreement resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, terrorist action, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

14.5. Entire Agreement: Amendment. Credit Union may amend this Agreement at any time and from time to time as determined in its sole discretion and without prior notice to Member. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

14.6. Severability. If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.

14.7. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions, and applicable federal law.

14.8. Relationship of Parties. Nothing in this Agreement creates a joint venture, partnership, principal agent or mutual agency relationship between the parties. No party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other party.

14.9. No Third Party Beneficiaries. This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as third party beneficiary or otherwise, against Member or Credit Union, their respective successors, assigns and affiliates.

14.10. Captions and Headings. The captions or headings used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.

14.11. Use of Trademarks. Member may not use Credit Union's name or trademarks without the express written consent of Credit Union. If Member is permitted to use any of Credit Union's name, trademarks or promotional materials, Member will not indicate, directly or indirectly, that Credit Union endorses, or is connected in any way with, any of Member's goods or services.

14.12. Account Reconciliation. Credit Union will provide notice of receipt of deposits to Member's Account on the periodic statement for such Account. Member is responsible for detecting and reporting to Credit Union any discrepancy between Member's records and the records Credit Union provides to Member. If Member does not detect and notify Credit Union of such a discrepancy within 60 days of Member's receipt of any terminal printout, mailed report or periodic statement (each a "Report"), whichever is received first, then such transactions shall be considered correct, and Member shall be precluded from asserting such error or discrepancy against Credit Union.

14.13. Contingency Plan. Member agrees that, in the event member is not able to capture, balance, process, produce or transmit a File to Credit Union, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to communications, equipment or software outages, interruptions or failures, Member will transport the originals of all Checks to the closest office of Credit Union and deposit original Checks with Credit Union until such time that the outage, interruption or failure is identified and resolved. The deposit of original Checks at an office of Credit Union shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement.

14.14. Internet Disclaimer. Credit Union does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from Credit Union's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Member's connections to the Internet (or portions thereof). Credit Union cannot guarantee that such events will not occur. Accordingly, Credit Union disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Credit Union be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Member's or Credit Union's ability or inability to connect to the Internet.

14.15. Arbitration. Member and Credit Union agree that the transactions contemplated in this Agreement involve "commerce" under the Federal Arbitration Act ("FAA"). Every controversy, dispute or claim between Member and any Indemnified Party arising out of, or is in any way related to or resulting from, this

Agreement, Remote Deposit Capture or any other services provided by Credit Union, whether based in contract, tort or any other legal theory, including claims of fraud, suppression, misrepresentation and fraud in the inducement, will be resolved by binding arbitration under this arbitration provision and the Commercial Arbitration Rules ("Arbitration Rules") administered by the American Arbitration Association ("AAA"), and any amendment of them, in the form in effect at the time a Claim is filed. A party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties. Any participatory arbitration hearing (other than telephonic hearings) will be held in Colorado, unless both parties agree otherwise. If you would like to obtain a copy of the Arbitration Rules and filing forms, you may contact the AAA by calling 1-800-778-7879. The Arbitration Rules and filing forms also can be obtained from the AAA website at www.adr.org. All Claims shall be filed at an AAA office. If the applicable Arbitration Rules are modified, superseded, or replaced, an equivalent set of rules of AAA will govern the arbitration. If for any reason AAA is unable or unwilling or ceases to serve as arbitration administrator, we will substitute an equivalent national arbitration organization utilizing a similar code or procedure. There shall be no authority for any Claims to be arbitrated on a class action basis. Further, arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. The arbitrator will decide whether you or we will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with the applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. Both parties fully understand and agree that they will not have a right to litigate any Claim in any court if either party chooses to have the Claim resolved by binding arbitration. Further, in agreeing to arbitrate all Claims you are waiving your right to a jury trial. This arbitration provision and the exercise of any of the rights you and we have under it do not prohibit you or us from exercising any lawful rights either of us has to use other remedies available preserve, foreclose or obtain possession of real or personal property, exercise self-help remedies, including any setoff rights which we may have. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations and shall honor claims or privileges recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision will survive termination of your use of the Services. Either of us may bring an action to compel arbitration of any Claim and/or stay the litigation in any court having jurisdiction; such motion may be brought at any time in a lawsuit in court, until the entry of a final judgment. If any portion of this arbitration provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this arbitration provision.

EXHIBIT A DEFINITIONS

"Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 fall on a Sunday, the next Monday is not a business day.

"Check" means an Original Check, as defined in Regulation CC, except that Check does not include a Substitute Check or a remotely created check. The Check Item can only be drawn on financial institutions within the United States.

"Confidential Information with respect to either party as recipient" means any information obtained by, or disclosed or made available to such party (whether in writing, verbally or by observation of objects or processes) from or by the other party, that is accompanied by a clear indication that the disclosing party considers the information to be confidential or proprietary, or is of a type that the recipient should reasonably consider it the confidential or proprietary information of the disclosing party or its licensors. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient; (ii) was in the recipient's possession before the time of disclosure, (iii) becomes available to the recipient on a non-confidential basis from another source, provided that the recipient has no actual knowledge that the source of such information was bound by and in breach of a confidentiality obligation with respect to such information; or (iv) is independently developed by the recipient without reference to or use of the disclosing party's other Confidential Information. The Documentation and any materials relating to the Documentation will

be deemed the Confidential Information of Credit Union for purposes of this Agreement. Any nonpublic personal information regarding Member's Customers shall be deemed the Confidential Information of Member for purposes of this Agreement.

"Documentation" means all documentation, application, user set-up form, system requirements guide, schedule of fees, the user manual, any other user guides/quick references, all instructions (including on-line instructions) relating to the Product and Services which Credit Union may provide to Member from time-to-time in connection with the Product or Services.

"Imaged Item" means the digitized image of a Check that is created by Member and transmitted to Credit Union using the Service.

"Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier, or other entity or location for the delivery of cash letters or other presentment of Electronic Items or Substitute Checks.

"Image Exchange Item" means a digitized image of an Item cleared and settled directly with a payor Financial Institution without conversion to a Substitute Check.

"Item" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Member, and includes Original Checks, Substitute Checks and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money.

"Non-cash Item" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

"Non-qualifying Item" means any Foreign Check Item, Savings Bond (E, EE, HH, etc.), Third Party Check Item (Double Endorsement Check Item), Member's own check issued by and drawn on the Member and/or its affiliates, temporary checks, and stale dated items.

"Original" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.

"Payor Financial Institution" means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.

"Product" means collectively the procedures, protocols, and software used by Credit Union and its licensors and contractors in connection with the electronic processing of Items, and includes without limitation the Services.

"Regulation CC" means 12 C.F.R. Part 229, as it may be amended from time to time.

"Services" means the services described in this Agreement, to be provided by Credit Union to Member to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints.

"Software" means any software which may be offered or required by Credit Union for use in receiving, validating and packaging images and data from a bulk file to be forwarded to Credit Union for additional processing.

"Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

"UCC" means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation of this Agreement.

"United States Financial Institution" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

- Transfer funds between your Partner Colorado accounts and accounts at other financial institutions;
- Initiate bill payments from your checking account using the Bill Payment service;
- Communicate with the Credit Union using instant chat, instant message and email; or
- Transfer funds to another individual or business through the PayPal system.

You may access the Services on a mobile device by using our Mobile Banking application ("Mobile App"). Mobile Banking allows you to access your Partner Colorado account information and conduct other banking transactions. We reserve the right to modify the scope of Services available on our mobile application at any time and you acknowledge and agree that some or all the Services may not be available or accessible or may have limited utility. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services. To utilize Mobile Banking, you must be enrolled to use Online Banking and then activate your Access Device within the Online Banking system. Depending on your mobile carrier plan, you may be charged an access fee. Please check with your service provider for details on specific fees and charges. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, Mobile Banking may not be supportable for all Access Devices. Partner Colorado cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier.

We may offer additional Services in the future. Any such added Services will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service is added and/or at the time of your enrollment for the Service, if applicable. From time to time, we may amend the terms of this Agreement, applicable fees, or service charges and modify or cancel the Services without notice, except as may be required by applicable law. Such amendments shall be applicable when they are communicated in any way, including posted on the internet or mailed to you.

Neither Partner Colorado nor any of its subsidiaries, affiliates, or Service Providers represents or warrants the accuracy, adequacy, completeness, timeliness or error-free use of the Services, including but not limited to the information, materials, products and services on its websites or Mobile App. All the Services, websites and all information, materials, products and services provided through websites and Mobile App are provided "As Is" and "As Available" without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated, were in the process of completing or completed before a system failure or interruption should be verified by you through means other than the Services to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

Ownership

You represent and agree that you are the legal owner of the Partner Colorado accounts and other financial information which may be accessed via the Services. You represent and agree that all information you provide to us in connection with the Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Access Devices you use to access the Services.

All content connected with the Services are the exclusive property of Partner Colorado, its licensors, and/or Service Providers and it is protected by trademarks, copyrights and other intellectual property rights. You are permitted to use content delivered to you through the Services only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with the Services.

Limitation of Liability, Indemnification and Loss

In no event will Partner Colorado or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary

damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use any Services; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction or unauthorized access to your information; (iii) errors, inaccuracies, omissions or other defects in information or content provided by, contained within, or obtained through any Services, or (iv) any other failure, action or omission, and regardless of whether arising under breach of contract, tortious behavior, negligence or under any other theory or cause of action.

Our sole responsibility for an error in a transfer will be to correct the error and in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law.

Unless caused by Partner Colorado's intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the Credit Union, its affiliates, officers, directors, employees, consultants, agents, contractors, Service Providers, and licensors from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Services; (b) your violation of any law or rights of a third party; (c) any fraud, manipulation or other breach of this Agreement by you; (d) any third-party claim, action or allegation brought against the Credit Union, arising out of or relating to, a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; or (e) your use, or use by a third party, of the Services. The Credit Union reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Credit Union in asserting any available defenses. You will not settle any action or claims on the Credit Union's behalf without the prior written consent of the Credit Union.

You acknowledge that your use of an Access Device is susceptible to viruses and other security threats. You are solely responsible for making sure your Access Device(s) are protected from and free of viruses, worms, Trojan horses or other harmful destructive elements which could result in damage to your Access Device or could result in interception of information by a third party. YOU AGREE THAT PARTNER COLORADO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY DAMAGE CAUSED BY OR RELATED TO YOUR EQUIPMENT, HARDWARE OR SOFTWARE COMPONENTS, INTERNET SERVICES OR THE INTERCEPTION BY A THIRD PARTY OF ANY PERSONAL INFORMATION AND/OR SENSITIVE INFORMATION ACCESSED VIA THE SERVICE.

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 account without prior notice to you. This Agreement shall be governed by, and construed under, the laws of the state of Colorado as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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 Colorado 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

Security

As a Partner Colorado customer engaging in the Services, you have chosen a personal ID and password which allows you access to the Services. Information you provide in connection with the Services will be stored on secure Partner Colorado servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is contingent upon your responsible behavior in protecting your account information, personal ID, PIN and password for the Services. Please use maximum caution in protecting such information.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Services. You agree not to leave your Access Devices unattended while logged into Mobile Banking or Online Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Access Devices, login information, or other means to access the Services, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

You assume all responsibility for any losses that occur on your account due to negligence such as failing to protect your username and password from unauthorized use. You also agree that Partner Colorado may revoke Internet account access if unauthorized account access and/or transactions occur: (1) as the apparent result of your negligence in safeguarding your username and password; (2) for any violation of the terms of use described herein; (3) for use of the system for illegal activities; or (4) for any other use of the system that, in Partner Colorado's opinion presents an unreasonable risk of damage or loss to Partner Colorado, its members or third parties.

The Credit Union does not maintain a record of your PIN. You must notify the Credit Union IMMEDIATELY if:

- You believe your account information, personal ID, PIN or password has been lost or stolen;
- Someone has attempted to use the Services without your consent;
- Your deposit account(s) or loan account(s) have been accessed;
- Someone has transferred money without your permission; or
- You would like to change, disable or revoke your password.

The best way to minimize your possible loss is to immediately contact Partner Colorado by telephone, although you may advise Partner Colorado in person or in writing. If you inform us within two (2) business days after you learn of unauthorized access to your Account, you can lose no more than \$50.00 from your Account due to such unauthorized access. If you do NOT inform us within (2) business days after you learn of the unauthorized access, and we can prove we could have stopped someone from using your account without your permission had you informed us, you could lose as much as \$500.00 from your Account.

Advise Partner Colorado AT ONCE if your Account statement evidences any electronic funds transfer that you did not make or authorize. If you do not tell us within sixty (60) days after the first statement that reflected the unauthorized transfer was mailed to you, you may not be reimbursed for the unauthorized transfer, provided we can prove that we could have stopped the unauthorized transfer had you informed us in the allotted time.

Partner Colorado reserves the right to extend the above time periods for good cause shown.

In case of errors or questions about your Partner Colorado Online Banking transactions, contact us by: telephone at the phone numbers below; send us an email; or write us at the address set forth below as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States. If we decide to do this, we will recredit your account within ten (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 ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our

findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

Third Parties

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: PartnerColoradoCU.org. However, Partner Colorado may disclose information to third parties about your accounts or transfers you made as follows:

- When it is necessary to complete the transfers;
- When you request certain services, and it is necessary to complete the services. For example, our digital banking applications may access your mobile phone contact lists to facilitate certain features requested by you within the applications, such as mobile lending.
- In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
- In order to comply with a government agency or court orders; or
- If you give us written permission.

Partner Colorado websites and Services may contain links to other websites, merchandise and services provided, owned or operated by third parties. The Credit Union provides these links as a service to you. The linked sites are not under the control of the Credit Union, or its affiliates or subsidiaries, and is not responsible for their availability or their content, products, services advertising or other materials available on the third-party sites. The links do not imply our endorsement or approval of material on any other site. Any third-party sites may have a privacy policy different from that of the Credit Union and may provide less security than our websites. Partner Colorado strongly encourages you to read the third-party's privacy policy before sharing any information with that third party.

All matters concerning other websites, merchandise and services provided or operated by third parties are solely between you and the third party. Partner Colorado makes no warranties or representations whatsoever with regard to any third party's websites, merchandise or services. **THE CREDIT UNION IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY DAMAGES, LOSSES OR INJURIES OF ANY KIND ARISING OUT OF YOUR USE OF ANY THIRD-PARTY WEBSITES AND THE MERCHANDISE AND SERVICES AVAILABLE ON THEM, OR ANY REFERENCE TO OR RELIANCE ON INFORMATION CONTAINED THEREIN. YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE THIRD PARTY'S AGREEMENTS AND POLICIES RELATING TO THE USE OF THEIR SERVICES.**

Termination

Partner Colorado may terminate all or part of this Agreement and your use of any or all Services for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using Services upon our request. You and any other party to your account may cancel your usage of the Services and terminate this Agreement by notifying the Credit Union at the contact information at the end of this Agreement. The Credit Union may terminate the Services if you have not accessed or used the Services for a period of one year. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement, which shall survive termination or discontinuation of this Agreement

Partner Colorado Online and Mobile Banking Service Limitations

The following limitations on Partner Colorado Online Banking transactions may apply:

Transfers: You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account, The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits. There may be at least a one business day delay in transferring funds between your accounts depending on when your transfer request is received by the Credit Union.

Account Information: The account balance and transaction history information may be limited to recent account

information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions, holds from your debit transactions, and our Funds Availability Policy.

Credit Union Messages: You may use instant message, web chat, email or text to send messages to us. At no point should emails include any personal or account information. Email may be used to initiate a transfer on your account or a stop payment request. However, the Credit Union may not immediately receive email communications and will not process the request until we have a reasonable opportunity to act and verify identifying information. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union.

To Contact Us:

Phone: 303.422.6221

Fax: 303.431.3268

Or electronically:

Send an email to info@partnercoloradocu.org, text us at 303.900.1102 or chat with us online.

Or write:

Partner Colorado Credit Union

6221 Sheridan Blvd.

Arvada, CO 80003