Mobile Check Deposit Services
Disclosure and Agreement

In this Disclosure and Agreement, the words "you" or "your" mean the consumer or business that applied for and/or uses any of the Mobile Check Deposit Services (the "Services") described in this Disclosure and Agreement. The words "the Credit Union" mean Truliant Federal Credit Union. Your Application for use of the Mobile Check Deposit Services, the Credit Union's notification of approval of your application, and your Truliant Federal Credit Union Account Agreement and Deposit Account Agreement are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and your Application, the Credit Union's approval, or the Account Agreement, this Disclosure and Agreement will control.

Use of the Services. Following receipt of the Credit Union's notification approving your use of the Services, you are authorized by the Credit Union to remotely deposit paper checks you receive to your account with the Credit Union (the "Account") by electronically transmitting a digital image of the paper checks to the Credit Union for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. You agree to comply with the equipment requirements set forth as Exhibit "A", which is attached hereto and incorporated by this reference. Upon receipt of the digital image, the Credit Union will review the image for acceptability. You understand and agree that receipt of an image does not occur until after the Credit Union notifies you of receipt of the image via the Deposit History feature. You understand that, in the event you receive a notification from the Credit Union confirming receipt of an image, such notification does not mean that the image contains no errors or that the Credit Union is responsible for any information you transmit to the Credit Union. The Credit Union is not responsible for any image that the Credit Union does not receive. Following receipt of the image, the Credit Union may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, the Credit Union reserves the right, within the Credit Union's sole and absolute discretion, to accept or reject any item for remote deposit into your Account. You understand that any amount credited to your Account for items deposited using the Services is a provisional credit and you agree to indemnify the Credit Union against any loss the Credit Union suffers because of the Credit Union's acceptance of the remotely deposited check. In addition you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Services, (ii) copy or reproduce all or any part of the technology or Services; or (iii)interfere, or attempt to interfere, with the technology or Services.

Guarantee Specific to Deposits Received for Credit to a Business Account. Your use of the Services for the purpose of depositing to a Business Account constitutes your understanding and agreement that you may be personally liable for any expenses Truliant Federal Credit Union incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorneys' fees as applicable, as well as any and all costs associated with Truliant Federal Credit Union enforcing this Guarantee. This Guarantee shall benefit Truliant Federal Credit Union and its successors and assigns.

Compliance with Law. You agree to use the products and Services for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of your business if applicable. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. You promise to indemnify and hold the Credit Union harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

Check Requirements. Any image of a check that you transmit to the Credit Union must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to capturing an image of the original check, you will endorse the back of the original check in blue or black ink only and follow the endorsement requirements. Please view Exhibit "A" for endorsement requirements. The captured image of the check transmitted to the Credit Union must accurately and legibly provide, among other things, the following information: (1) The information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) 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 for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Rejection of Deposit. The Credit Union is not liable for any service or late charges levied against you due to the Credit Union's rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to the Credit Union's Account due to an item being returned.

Items Returned Unpaid. A written notice will be sent to you of transactions the Credit Union is unable to process because of returned items. With respect to any item that you transmit to the Credit Union for remote deposit that the Credit Union credit to your Account, in the event such item is dishonored, you authorize the Credit Union to debit the amount of such item from the Account.

Email Address. You agree to notify the Credit Union immediately if you change your email address, as this is the email address where the Credit Union will send you notification of any issues with your deposit.

Unavailability of Services. You understand and agree that the Services may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at the Credit Union's branches or through the Credit Union's ATMs or by mailing the original check to the Credit Union at P.O. Box 26000 Winston Salem, NC 27114-6000. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by the Credit Union. However, the Credit Union will email notification of items that are rejected by the next business day following rejection.

Business Day and Availability Disclosure. The Credit Union's business days are Monday through Friday, except federal holidays. The Credit Union's business hours are 9 a.m. to 5 p.m., Eastern Standard Time, each business day.

Funds Availability. You understand and agree that, for purposes of deposits made using the Services, the place of deposit is Winston Salem, NC. Please see Exhibit “A” below for the Mobile Check Deposit Funds Availability Policy.

Accountholder's Warranties. You make the following warranties and representations with respect to each image of an original check you transmit to the Credit Union utilizing the Services:

1. Each image of a check transmitted to the Credit Union 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.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

3. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
4. Other than the digital image of an original check that you remotely deposit through the Credit Union's Services, there are no other duplicate images of the original check.
5. You certify that 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.
6. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information you provided in your Application remains true and correct and, in the event any such information changes, you will immediately notify the Credit Union of the change.
8. You have not knowingly failed to communicate any material information to the Credit Union.
9. You have possession of each original check deposited using the Services and no party will submit the original check for payment.
10. Files and images transmitted to the Credit Union will contain no viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related systems.

Storage of Original Checks. You must securely store each original check. If you are using the Services to deposit items into an account in the name of a Business to which you are a party, you understand this means the original check(s) must be accessible only by your authorized personnel, and persons who have access to the stored checks must be fully bondable and have passed a thorough screening. For all Mobile Check Deposit Users, the original check(s) you deposit using the Services must be accessible for a period of sixty (60) days after transmission to the Credit Union. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

Securing Images on Mobile Devices. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify the Credit Union and hold the Credit Union harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

In Case of Errors. In the event that you believe there has been an error with respect to any original check or image thereof transmitted to the Credit Union for deposit or a breach of this Agreement, you will immediately contact the Credit Union regarding such error or breach as set forth below.

You can reach Truliant through the Contact Us page or by calling 800.822.0382.

Limitation of Liability. You understand and agree that the Credit Union is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

Warranties. YOU UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY

RELATED SOFTWARE, OR THE CREDIT UNION'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.

Change in Terms. The Credit Union may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the Services after receipt of notification of any change by the Credit Union constitutes your acceptance of the change.

Termination of the Services. You may, by written request, terminate the Services provided for in this Disclosure and Agreement. The Credit Union may terminate your use of the Services at any time upon written notice. In the event of termination of the Services, you will remain liable for all transactions performed on your Account.

Relationship to Other Disclosures. The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

Governing Law. You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the North Carolina, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the North Carolina.

Periodic Statement. Any remote deposits made through the Services will be reflected on your monthly account statement. You understand and agree that you are required to notify the Credit Union 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 that you fail to bring to the Credit Union's attention within such time period.

Limitations on Frequency and Dollar Amount. You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by the Credit Union.

Unacceptable Deposits. You understand and agree that you are not permitted to deposit the following items using the Services:

1. Any item drawn on your account or your affiliate's account.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information on the check.
4. Any item issued by a financial institution in a foreign country.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "post dated."
7. Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party.

Changes in Financial Circumstances. You understand and agree that you must inform the Credit Union immediately in the event a material change in your financial circumstances or in any of the information provided in your Application including any supporting financial information. If you are using the Service to deposit items into an account in the name of a Business to which you are a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at your business; (b) any change in a representation or statement made or furnished to the Credit Union by you or on your behalf in your Application; (c) a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) you liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) you sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of your indebtedness to the Credit Union, whether related or unrelated to the Account or the Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading); (h) you or any guarantor dies; if you are a sole proprietorship, the owner dies; if you are a partnership, any general or managing partner dies; if you are a corporation, any principal officer or ten percent (10.00%) or greater shareholder dies; if you are a limited liability company, any managing member dies; if you are any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of your property on or in which the Credit Union has a lien or security interest, including a garnishment of any of your accounts with the Credit Union; (j) a judgment or judgments is entered against you or any guarantor(s) in the aggregate amount of $250 or more that is not satisfied within thirty (30) days *or* stayed pending appeal; (k) an involuntary lien or liens is attached to any of your assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in your financial condition or applicable credit histories; and (m) you are in default under any agreement for borrowed money or any other material contract. You agree to provide the Credit Union any financial records the Credit Union reasonably requests to determine your financial status during the term of this Disclosure and Agreement.

Confidentiality. You acknowledge and agree that confidential data relating to the Credit Union's Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Disclosure and Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of the Credit Union's Confidential Information.

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 Disclosure and 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.

For Requirements, Instructions, and Funds Availability information, please refer to Exhibit "A" below:

EXHIBIT "A"

REQUIREMENTS, FUNDS AVAILABILITY AND INSTRUCTIONS FOR TRULIANT FCU MOBILE CHECK DEPOSIT SERVICES

Mobile Check Deposit Qualifications

- Mobile Check Deposit use is subject to qualification. Accepting the disclosure submits a request to use the service.
- You must have a qualifying checking account or loan with Truliant.
- You must be enrolled in online banking.
- You must be at least 16 years of age.
- All communications regarding accepted or rejected deposits are sent via email. Providing a valid email address is strongly recommended. Please ensure your email address is correct in Online Banking by entering your account profile, listed under Settings.

Equipment

Mobile Banking

Mobile Check Deposit is currently available on the Truliant app, iOS and Android devices. It is accessed by selecting the Mobile Check Deposit option.

Online Banking

Mobile Check Deposit is available through Online Banking under the Additional Services tab. The Mobile Check Deposit program works with the standard device drivers used for everything from desktop flatbed scanners and all-in-one devices to multi-feed duplex scanners. You can also copy and paste or even upload images from other sources, such as from a digital camera.

Mobile Check Deposit supports the operating systems and browsers listed below:

- Operating Systems: Windows 7, Windows 8 and Windows 10
- Browsers: Google Chrome (latest version), Safari (latest version) or Firefox (latest version)
- We are unable to provide support for operating systems and browsers outside of the ones listed above. Other operating systems and browsers MAY or MAY NOT work with Mobile Check Deposit, but typically, only a windows TWAIN compliant driver will work for scanning in images directly into the system. You can still choose to upload an image if you cannot scan it directly.

Note: Along with the recommended versions of the browsers listed above, Java or ActiveX software components are also required programs to use the scanning feature within the online banking services. Zero-Client version (no Java or ActiveX) is available allowing you to upload front and back images of your checks.

For additional User Support, please contact Truliant at 800.822.0382.

Check Endorsement Requirements

Your endorsement will include your signature and the following information:

- Your signature
- The words “For Mobile Deposit at Truliant"

Truliant reserves the right to reject any checks not endorsed as specified.

Mobile Check Deposit Funds Availability Policy

Truliant’s standard funds availability policy does not apply to funds deposited using Mobile Check Deposit. You agree that the terms of this Agreement and Policy govern availability of funds deposited using Mobile Check Deposit. Checks are not subject to this Funds Availability Policy until you receive confirmation of receipt by the credit union as referenced in the Agreement.

Funds may be available immediately upon deposit based on your relationship, or unless the deposit is flagged for manual review due to one or more of the following: Bad image quality, the check(s) exceeds deposit limits, improper endorsement, type of check is not approved to be deposited through Mobile Check Deposit, or we believe the check you deposit will not be paid.

For deposits whose funds are not available immediately, our policy is to make funds from these deposits available to you on the second business day after the day we receive your deposit. For determining the availability of your deposits, every day is a business day, except Saturday, Sunday and federal holidays.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the second business day after the day of your deposit. Funds may not be available until the seventh business day after the day of your deposit. However, the first $225 of your deposits will be available on the first business day. Please refer to your account in Online Banking to determine when your funds will be released.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.