

## Andigo Mobile Banking End User License Agreement

This End User License Agreement relates only to your use of the Andigo Mobile Deposit. This agreement is a legal agreement between you (“you” or “user”) and Andigo Credit Union (“Andigo”, “us”, “we” or “Licensor”). Other agreements you have entered into with Andigo, including the Account Agreement & Online Account Access Agreement governing your Andigo account, are incorporated by reference and made a part of this Agreement.

1. **Service.** The mobile deposit service (“Service”) is designed to allow you to make deposits to your checking, savings or money market accounts from your mobile device by photographing checks and delivering the images and associated deposit information to Andigo or Andigo’s designated processor. There is currently no charge for this service. We reserve the right to change, suspend or discontinue the Service immediately and at any time without prior notice to you.
2. **Acceptance of these Terms.** You will be required to “Agree” to terms and conditions outlined in this Agreement prior to fulfilling your enrollment for Mobile Deposit. Your use of the Service also constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised Agreement. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, Andigo reserves the right, in its sole discretion, to change, modify, add or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.
3. **Unavailability of Service.** The Service may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Service is unavailable, you may make a deposit at any of our branch locations, through our ATMs or through our shared branching network.
4. **Eligible Items.** You agree to deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to Andigo will be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not use the Service to deposit any checks or other items as defined below:
  - a. Checks or items payable to any person or entity other than you.

- b. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which 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 or item is drawn.
  - c. Checks or item previously converted to a substitute check, as defined by Reg CC.
  - d. Checks or items drawn on a financial institution located outside of the United States.
  - e. Checks or items that are remotely created checks, as defined in Reg CC.
  - f. Checks or items not payable in United States currency.
  - g. Checks or items dated more than 6 months prior to the date of deposit.
  - h. Checks or items prohibited by Andigo's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Andigo account.
5. **Image Quality.** The image of an item transmitted to Andigo using the Service must be legible. The image quality of the items must comply with the requirement established from time to time by the American National Standards Institute, the Board of Governors at the Federal Reserve Board, or any other regulatory agency, clearing house or association.
6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Service as "For mobile deposit only, Andigo Account # \_\_\_\_" or as otherwise instructed by Andigo. You agree to follow any and all other procedures and instructions for use of the Service as Andigo may establish from time to time.
7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation message from Andigo that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
8. **Availability of Funds.** You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board or Consumer Financial Protection Bureau definition of Reg CC. Funds deposited using the Service will be available after Andigo receives payment for the funds submitted.

Andigo may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Andigo, in its sole discretion, deems relevant. According to current Andigo Regulation CC procedures, at least \$200 will be available immediately after the deposit confirmation.

Andigo's business hours are Monday – Friday between 8:00 a.m. to 5:00 p.m., Central Time, except during holidays and any other day we are not open for business. Transmissions processed after these business hours on a business day, or on any other day that is not a business day are treated as occurring on the next business day.

9. **Disposal of Transmitted Items.** Upon your receipt of confirmation from Andigo that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "Void" and to ensure that it is not represented for payment. And, you agree to never represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Andigo as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Andigo's audit purposes. It is recommended that you maintain copies of these items for a period of 60 days.
  
10. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time.
  
11. **Errors.** You agree to notify Andigo of any suspected errors regarding items deposited through the Service immediately, and in no event later than 60 days after the applicable Andigo account statement is sent. Unless you notify Andigo within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Andigo for such alleged error.

In the event that there has been an error with respect to any original check or image thereof transmitted to Andigo for deposit or a breach of this Agreement, you should immediately contact Andigo at: 847.576.5199 or 877.270.6392.

12. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Andigo's sole discretion subject to the Account Agreement governing your account.

13. **Ownership & License.** You agree that Andigo retains all ownership & proprietary rights in the Service, associated content, technology and website. Your use of the Service 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 Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Andigo's business interest, or (iii) to Andigo's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

14. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THIS SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY OF THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

15. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANDIGO HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

16. **User Warranties and indemnification.** You warrant to Andigo that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.

- d. You will not deposit or represent the original item.
- e. All information you provide to Andigo is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.