

Mobile Deposit Capture

General Terms and Conditions Agreement

This agreement establishes the rules that govern the processing of deposited checks through Guardian Credit Union members account(s) using Mobile Remote Deposit. From time to time, the Credit Union may amend any of the terms and conditions contained in this agreement. Such amendments shall become effective as stated on any notice sent to you, the member. Examples of such notices might include, but are not limited to, newsletters, disclosures, etc. By using the Mobile Remote Deposit, you accept all the terms and conditions of this agreement. Please read it carefully. The terms and conditions of the member's Membership Agreement and the Truth-In-Savings Schedule for the member's deposit accounts, and each of the member's loan agreements continue to apply notwithstanding anything to the contrary in this agreement.

Rules, Laws and Regulations

You agree to abide by and comply with all local, state, and federal rules, laws and regulations. These rules include but are not limited to Regulation CC "Expedited Funds Availability Act"; its subparts B, C, and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act). The Bank Secrecy Act (BSA), and laws administered by the United States of America which are in existence as of the date of this agreement and as amended from time to time.

Services and Funds Availability

Once approved for the Mobile Remote Deposit program, you may use the services to deposit checks into your account(s) with the Credit Union, subject to the terms of this agreement. Checks deposited through the services will be converted to image items for processing. The services are subject to transaction limitations and the Funds Availability Disclosure, as set forth in the Membership Agreement and Truth-In-Savings schedule, which govern the use of your account. We are notifying you in advance that deposits made by the Mobile Remote Deposit program do not fall under the standard provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply. You agree to receive notice of extended hold times via the e-mail address provided in your Account Application.

Limits:

Daily check limit: 5

Individual check amount limit: \$2,500

Daily deposit limit: \$2,500

Monthly deposit limit: \$10,000

Returned Deposits

Any credit to your account using Mobile Remote Deposit is provisional. If for any reason a check deposited through Mobile Remote Deposit is (a.) dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or (b.) the item is rejected, or returned by a clearing agent or collecting bank/credit union, you agree that an original check will not be returned to you but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Member Eligibility

You understand that you must be a Guardian Credit Union member in good standing and meet other pre-determined qualifying factors to qualify for the services. Mobile Deposit is available for Consumer Accounts Only. Business Account are not able to make Mobile Deposits. You must be a member for atleast 90 days. You must have an active share account with 5 deposits or withdrwals in the previous 30 days. You are inelegible for mobile deposit if your account has been compromised, charged off, overdraft tolerance revoked by the credit union, have a delinquent loan with charge off, or potential fraud has been detected. To determine if you are eligible for these Services, visit any Guardian branch or contact the Service Center 334-244-9999 or 800-239-7366.

Access

To use Mobile Remote Deposit, you must have a compatible mobile device and access to telecommunication services necessary for the Mobile Remote Deposit service. Application upgrades may be required from time-to-time for continued use of the services.

Equipment or System Failure

In the event of a system failure, you agree that in order to deposit your checks, you must deliver them directly to a Credit Union branch office for processing. If the checks were scanned prior to the system failure, you must obtain our approval before delivering the checks to a branch office for processing.

Hours of Access

Services are available 24 hours per day, 7 days per week, although some or all services may not be available occasionally due to emergency or scheduled system maintenance. Transmission deadlines and funds availability terms and conditions apply. We agree to post notice of any extended periods of non-availability on the Credit Union website.

Weekends and holidays may cause delay in receiving mobile deposited funds.

Transmission Deadlines

Deposit times are based on Central Time Zone. Mobile deposits initiated through the System before 8:00 p.m. Central Time on a business day are posted to member's account the same day, subject to funds availability. In the event that we receive an image item from you after 8:00 p.m. Central Time or on a day that is not a business day, the Image item is considered as received by us at the opening of the next business day. For the Mobile Remote Deposit program a business day is describe as Monday through Friday, except for Federal holidays. You are responsible for understanding and building into your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

Authorized Users

The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the services using valid user login IDs and passwords, including such persons who may not be signers on member's

account. Except as otherwise provided by law, you will indemnify the Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the services. You agree to provide each authorized user a copy of these terms in connection with his/her use of the services. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on your account at our discretion. We may deny your access to the services without prior notice if we are unable to confirm any person's authority to access the services or if we believe such action is necessary for security reasons.

Security

You understand the importance of your role in preventing misuse of your accounts associated with the Mobile Remote Deposit program, and you agree to promptly examine your paper or electronic statement for each of your Credit Union accounts as soon as you receive it and to notify us of any errors in accordance with your Account Membership Agreement. You agree to protect the confidentiality of your accounts, account number, and passwords. Data transmitted via the services is encrypted in an effort to provide transmission security. Mobile Remote Deposit utilizes identification technology to verify that the sender and receiver of transmissions related to the services can be appropriately identified by each other. Notwithstanding our efforts to ensure the services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Mobile Remote Deposit or e-mail transmitted to and from us will not be monitored or read by others. You agree to notify us immediately if you believe any passwords have been lost, stolen, used without your permission, or otherwise compromised. Call the Guardian Service Center immediately at 334-244-9999 or 1-800-239-7366.

Use of Services

As a condition to using the services, you agree that you are solely responsible for the use of the Services and that you will use the Services in accordance with this agreement. You agree not to attempt to circumvent the security features of the services or the system or to make any improper or unauthorized transfer of funds from accounts via the services or the system. You agree that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the system and the services as well as accessing or using the system or the services in any other unauthorized manner. You agree to be liable to the Credit Union and its vendors for any claims, losses, liabilities, damages, expenses, or costs arising as a result of the negligent or intentional misuse of services provided by the credit union by you or your authorized users.

You are prohibited from using the services for any activity that:

1. Would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations;
2. Involves knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
3. Is directly or indirectly related to the use of the services that is illegal or fraudulent.

Deposit of Original Checks

You agree that no check deposited to the Credit Union shall cause funds to be debited more than once from the account of the maker. You agree that the original check, a duplicate check image, or any copy of the original check or check image will not be deposited by you with the Credit Union (unless we instruct you to do so) or under any circumstances with any other financial institution.

Check Retention Period

You agree that you will preserve the originals of all checks, processed through the services pursuant to this agreement for fifteen (15) calendar days after the day of deposit (“Retention Period”). After you receive the “Deposit Successful” message, write “Mobile Deposit” on the check front. The risk of loss due to the unavailability of the original or copy of a check for any reason, during the retention period, shall be exclusively on the member.

Destruction of Original Checks

You will be fully responsible for the destruction of the checks. You agree to use commercially reasonable method(s) to destroy original checks after the required retention period has expired. You agree to destroy and dispose of the original checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You are required to implement such procedures to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction, and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed. The risk of loss associated with the accidental inclusion of a physical check in the check collection process or with a lost, destroyed, stolen or misplaced check shall be exclusively on the member.

Prohibited Checks

- Guardian Credit Union check drawn on your own account.
- Third Party Checks – Checks payable to someone else, endorsed and signed over to you.
- Incomplete Items – checks that do not contain signatures of the maker
- Non-Negotiable Items – The online deposit of any item stamped with a “non-negotiable” watermark is prohibited. Online deposits of this nature may subject you to criminal prosecution.
- Returned Checks- Any check that you deposited that returned to us not payable as a result of insufficient funds.
- Altered Checks- Any check that contains evidence of a change (correction fluid, crossed out amounts, etc.) to information on the face of the check.
- Foreign Checks- Any check that is issued to you and drawn on a financial institution in another country.
- Savings Bonds, Travelers Checks, Money Orders, or Starter Checks
- Stale Dated Checks – certain checks contain instructions such as: “Void 90 days after issue date”. If no instructions are contained, then the check is stale 6 months after the issue date.

Endorsement of Checks

You agree to properly endorse each check prior to submitting such check through the use of the services. If the back of the check is not properly endorsed, we reserve the right to reject the check for deposit. The back of the check should be signed and marked “For Mobile Deposit Only to Guardian CU.”

Image Quality

You are responsible for inspecting and verifying the quality of the images associated with image items, thus ensuring that the digitized images of the front and back of original checks are legible for all posting and clearing purposes by the Credit Union. Specifically, you are representing and warranting to the Credit Union that:

A.)The image item is an accurate representation of all information on the front and back of the original check at the time the original check was converted to an image item and the image item contains all endorsements from the original check necessary to permit Credit Union to:

- Acquire rights of a holder in due course in the collection process of checks and other items;
- Handle, process, maintain and destroy original checks; and
- Ensure that neither Credit Union nor any other financial institution (depository, collecting or payer), drawee, drawer or endorser receives presentment or return of the check, or otherwise is charged for a check or image item more than once in any form.

B.) Each image item (or related electronic data file) contains a record of all MICR line (special characters printed on the bottom of a check) information required for a substitute check and otherwise satisfies all of the requirements of the American National Standards Institute (ANSI) X9.37 standards for image quality required by Check 21 and Regulation CC for the creation and/or transferring of a substitute check created from that Image item.

Adjustments

Once an image item is captured, the system will display captured encoded fields for your review. You will be required to make corrections to encoding not read or missing from the scanned check, including entering the legal amount of the check. We reserve the right to adjust your deposit after you have submitted it for processing. Adjustments are to correct mistakes in the value of image items deposited, mistakes in encoding, or missing or illegible image items.

Termination

We are permitted to terminate any or all of the services immediately should you breach any part of this agreement or the membership agreement. We are also permitted to terminate any or all of the services immediately if we are no longer able to provide such services.

Disclaimer of Warranties

Disclaimer of Liability. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

Credit Union's Liabilities

1. DIRECT DAMAGES. THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT THAT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE SIX MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

2 Member's Duty to Report Errors. You shall notify the Credit Union of any errors, omissions or interruptions in, or delay or unavailability of, the Mobile Deposit services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to Member which reflects the error. Your failure to notify the Credit Union of any error, omission or other discrepancy within seven (7) days from the date of a loss shall relieve the Credit Union of any liability for such error, omission or discrepancy. You may report such errors by calling: 334-244-99995 or 800-239-7366 or by writing to us at: Guardian Credit Union, attn.: Operations Managers, 418 Madison Ave, Montgomery, AL 36104. The best way to notify us of any error is by calling.

You must confirm any oral report of an error by sending us a written description within 14 calendar days of reporting the error providing us with sufficient information to identify your Account, the date and amount of the error, a description of the error including any payment information (payee, drawer) and current information on how and when to contact you.

3 Credit Union's Performance. You acknowledge and agree that the Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by the Credit Union in performing the Mobile Deposit services, in accordance with or unintentional deviation from the terms and conditions of this Agreement, including exhibits or addenda. You acknowledge that the Credit Union's systems and procedures established for providing the Mobile Deposit services are commercially reasonable. You shall defend, indemnify and hold Credit Union harmless from and against all liability, damage, and loss arising out of any claims, suits or demands brought by third parties with respect to the Mobile Deposit services.

4 Limitation. The Credit Union shall have NO LIABILITY to you, or any other person or entity for any loss, damage, cost or expense arising out of this Agreement or the Mobile Deposit services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Mobile Deposit services provided for in this Agreement, and shall have no liability for not affecting an Item, if:

1. The Credit Union receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. The ownership of funds involving an Item or the Authorized Representative's authority to transmit an

Item is in question;

3. The Credit Union suspects a breach of the security procedures;
 4. The Credit Union suspects that the member Account has been used for illegal or fraudulent purposes;
- or
5. The Credit Union reasonably believes that an Item is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

The Credit Union will not be liable if you fail to report in a timely manner in accordance with this Agreement any error or discrepancy reflected in an account statement prepared by the Credit Union, or if you fail to report a breach of a security procedure. If the Credit Union fails to perform under this Agreement in accordance with the standards set herein, the Credit Union's liability for damages, losses and other compensation owing to member shall be limited to the total fees paid by you to the Credit Union for the Credit Union's failure to perform, resulting in such liability in the two (2) month period preceding the date the claim accrued. The Credit Union shall not be liable for any loss, damage, liability or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints or any other event beyond its control. In no event will the Credit Union be liable for any indirect, consequential, punitive or special damages. The Credit Union will also be excused from failing to transmit or delay in transmitting an Item if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

Indemnification

You agree to indemnify, defend and hold harmless the Credit Union and its directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (a) your failure to abide by or perform any obligation imposed upon you under this Agreement; (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence by you or any of your representatives involving use of the service; (c) you or your employees, consultants and/or agents actions, omissions or commissions, relating to the service; and (d) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith. You shall be provided with prompt notice of any claims and given full authority and assistance (at your expense) for the defense of any such claims; provided that the Credit Union may also participate in such defense and settlement with counsel of the Credit Union's own choosing at the Credit Union's own expense; provided further, that you shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

Acceptance

Your use of the services constitutes your acceptance of this agreement. The credit union reserves the right to change the terms for the services described in this agreement by notifying you of such change in writing and we may amend, modify, add to, or delete verbiage from this agreement from time to time. Your continued use of the services will indicate your acceptance of the revised agreement.