

Mobile Deposit is a service offered by Alero Financial Credit Union which allows you to deposit checks to your account by using your smart phone with a built-in camera. To learn more, read the agreement below.

Alero Financial

REMOTE DEPOSIT CAPTURE MOBILE DEPOSIT DISCLOSURE AND AGREEMENT

November 8, 2023

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean the individual that applied for and/or uses any of the Remote Deposit Capture or Mobile Deposit features described in this Disclosure and Agreement. The words "you," "your," and "yours" mean Alero Financial. My Application for use of the Remote Deposit Capture and Mobile Deposit, your notification of approval of my application, and Alero Financial's Mobile Deposit 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 my Application, your approval, or the Account Agreement, this Disclosure and Agreement will control.

Use of the Mobile Deposit. Following receipt of your notification approving my use of Mobile Deposit, I am authorized by you to remotely deposit paper checks I receive to my account with you by electronically transmitting a digital image of the paper checks to you for deposit. My use of Mobile Deposit constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the mobile hardware and software requirements set forth in the [Frequently Asked Questions](#). Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via the Deposit History feature. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using Mobile Deposit is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition, I agree that I will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology of Mobile Deposit, copy or reproduce all or any part of the technology or service; or interfere, or attempt to interfere, with the technology or service.

Compliance with Law. I agree to use the products and Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my account if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you 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 my Account and this Agreement.

Check Requirements. Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check. My endorsement will include my signature and the following information: Account Number, date of deposit, and the words "via Mobile Deposit". The captured image of the check transmitted to you 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 Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Rejection of Deposit. You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my Account due to an item being returned.

Items Returned Unpaid. A notice will be sent to me of transactions you are unable to pay. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

Email Address. I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

Unavailability of Mobile Deposit. I understand and agree that Mobile Deposit may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the cellular service provider and mobile software. In the event that the Mobile Deposit is unavailable, I acknowledge that I can deposit an original check at your branches, Shared Branches, through your ATMs that accept deposits, or by mailing the original check to you at 2075 Big Timber Road Elgin, IL 60123. It is my sole responsibility to verify that items deposited using Mobile Deposit have been received and accepted for deposit by you. However, you will notify me of items that are rejected by the next business day following rejection.

Business Day. Your business days are Monday through Friday, except Saturday, Sunday, Federal holidays, and Credit Union observed holidays. Credit Union observed holidays are posted at AleroFinancial.org.

Funds Availability Disclosure. Determining the availability of a deposit - The length of the delay is counted in business days from the day of your deposit.

Check Deposits - Funds from all check deposits will not be available until the second business day after the day of your deposit. The first \$300, however, will be made available on the same business day of deposit.

I also understand that longer holds may apply if you have a reason the doubt the collectability of an item I deposit. Remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

Longer delays may apply - 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 redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- You have had repeated items returned in the last six months.
- You have delinquent loan(s).
- There is an emergency, such as failure of computer or communications equipment.

Funds will generally be available no later than the seventh business day after the day of your deposit.

Accountholder's Warranties. I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing Mobile Deposit:

1. Each image of a check transmitted to you 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. I 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 that has already been paid.
4. Other than the digital image of an original check that I remotely deposit through Mobile Deposit, there are no other duplicate images of the original check.
5. I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
6. The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
7. I have not knowingly failed to communicate any material information to you.
8. I have possession of each original check deposited using Mobile Deposit and no party will submit the original check for payment.
9. Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

Storage of Original Checks. I must securely store each original check(s). I understand this means the original check(s) must be accessible after using Mobile Deposit for a period of seven (7) days after

transmission to you. After such period expires, I will destroy the original check(s). I understand and agree that I am responsible for any loss caused by my failure to secure the original check(s).

Cached Check Images. Images captured by using a phone are only stored until the submission of the deposit is completed.

Mobile Malware/Spyware and Rogue Apps. Malware and Spyware are growing threats in the mobile environment. Developed by criminals, these apps are designed to look and feel like legitimate apps but have fraudulent purposes such as capturing account numbers, passwords and other sensitive data. Another form of malware/spyware are Rogue Apps. Rogue Apps are submitted to the various mobile market sites and mimic legitimate financial institution apps, tricking users into supplying account information in order to perpetrate fraud. To protect against these threats, devices should be password protected and programs should only be downloaded and installed from trusted sources.

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

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

Member Center: 1-800-359-1939

Or email you at questions@AleroFinancial.org

Limitation of Liability. I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

Charges for Use of Mobile Deposit. All charges associated with Mobile Deposit are disclosed in your Fee Schedule which is located on your website.

Warranties. I UNDERSTAND THAT YOU DO NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR CELLULAR SERVICE PROVIDER, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE CELLULAR SERVICE PROVIDER, ANY RELATED SOFTWARE, OR YOUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL MOBILE HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms. You may change the terms and charges for Mobile Deposit indicated in the Fee Schedule and Agreement by notifying me of such change in writing or by electronic means and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of Mobile Deposit after receipt of notification of any change by you constitutes my acceptance of the change.

Termination of Mobile Deposit. I or you may, by written request or email notification, terminate Mobile Deposit provided for in this Disclosure and Agreement. My request for termination of Mobile Deposit will include my Name, Address and last four digits of my member number. I will remain liable for all transactions performed on my Account.

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

Governing Law. I 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 State of Illinois notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of Illinois.

Periodic Statement. Any remote deposits made through Mobile Deposit will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using Mobile Deposit no later than 60 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

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

Unacceptable Deposits. I understand and agree that I am not permitted to deposit the following items using Mobile Deposit:

1. Any item drawn on my Alero Financial 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(s).
4. Any item issued by a financial institution in a foreign country, or not payable in US Dollars.
5. Any item that is incomplete.
6. Any item that is presented more than six months after the date on the item.
7. Any item that is presented with a date in the future.
8. Any third party check(s), i.e., any item that is made payable to another party and then endorsed to me by such party.
9. Savings Bonds.
10. Money Orders.
11. Non-negotiable items.
12. Checks previously submitted for deposit.

13. Checks purported to be a lottery or prize winning.

Changes in Financial Circumstances. I understand and agree that I must inform you immediately in the event of a material change in my financial circumstances or in any of the information provided in my Application, including any supporting financial information.

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

INSTRUCTIONS FOR REMOTE DEPOSIT CAPTURE MOBILE DEPOSIT

Refer to the [Frequently Asked Questions](#) for hardware and software requirements.