



Your Money ~ Your Union ~ Our Commitment

### Waterfront's Mobile Deposit Terms and Conditions

This Mobile Deposit Terms and Conditions contains the terms and conditions for the use of Waterfront's ("us," "we") Mobile Deposit that we may provide to you ("you"). Other agreements you have entered into with us, including the deposit account agreement ("Membership Agreement and Disclosures"), governing your accounts, are incorporated by reference and made a part of this Terms and Conditions. Unless specifically stated otherwise in the Mobile Deposit Terms and Conditions, the terms and conditions of your mobile banking relationship shall be applicable to your use of Waterfront's Mobile Deposit Services.

1. **Services.** The Mobile Deposit Service ("Services") are designed to allow you to make deposits to your Waterfront checking or savings accounts from your mobile device by scanning checks and delivering the images and associated deposit information to Waterfront. You are liable for selecting the account into which you deposit the item. All deposits are final and Waterfront is under no obligation to reverse a deposit made to an account.

2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of the Services and this Mobile Deposit Terms and Conditions. The Services are subject to change from time to time. Waterfront reserves the right, in its sole discretion, to change, modify, add, or remove features from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services and, therefore, your acceptance of any such change to this Mobile Deposit Terms and Conditions.

3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. **Eligible Items.** You agree to deposit only checks ("Item" or "Items") as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that you will not use the Services to deposit any Items from your mobile device as indicated below:

- a) Items payable or negotiated to any person or entity other than you.
- b) Items that have already been paid or negotiated.
- c) Items containing obvious alteration to any of the fields on the front of the check or items, or which you know or suspect, or should have known or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- d) Items drawn on a financial institution located outside the United States.
- e) Items not payable in United States currency.
- f) Items dated more than six (6) months prior to the date of deposit.
- g) Items prohibited from Waterfront's current procedures related to the Services or which are otherwise not acceptable under the terms of your Waterfront's Membership Agreement and Disclosures.

5. **Image Quality.** The image of an Item transmitted to Waterfront using the Services must be legible. The image quality of the Items must comply with the requirements established by the Board of Governors of the Federal Reserve or any other regulatory agency, clearinghouse or association.

6. **Endorsement.** You agree to endorse all Items captured and submitted using the Services. Your endorsement must include your signature, your account number and "**FOR MOBILE DEPOSIT.**"

**7. Receipt of Items.** We reserve the right to reject any Item transmitted through the Services, at our discretion, without liability. We are not responsible for Items we do not receive or for images that are dropped during transmission. An image of Item(s) shall be deemed received when you receive a confirmation from Waterfront 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 and Processing Time.** Items submitted through the Services are subject to the funds availability policy in your Membership Agreement and Disclosures applicable to the relevant account. If we receive the image of an Item for deposit before 5 p.m. Pacific Time on a Business Day (as defined in the Membership Agreement and Disclosures), we will consider that day the day of the deposit. If we receive the image of an Item for deposit on or after 5 p.m. Pacific Time on a Business Day or on a weekend or a non-Business Day, we will consider the next Business Day as the day of deposit.

**9. Disposal of Transmitted Items.** We will provide confirmation that we have received the image of the Item. Notwithstanding this fact, you agree to safeguard and keep the original Item for thirty days after you have transmitted the Item. After thirty days following the deposit using the Services, you agree to mark the Item as "VOID" or properly dispose of it to ensure that it is not presented for deposit again. You will promptly provide any retained items, or a sufficient copy of the front and back of the Item, to Waterfront as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item, or for Waterfront's audit purposes.

**10. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify the limits from time to time.

**11. Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software from your mobile service provider that may be specified by Waterfront from time to time. Waterfront is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with your mobile service provider at time of download and installation.

**12. Errors.** You agree to notify Waterfront of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Waterfront periodic statement is sent. Unless you notify Waterfront within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Waterfront for such alleged error. You are liable for selecting the account into which you deposit the item and solely are responsible for any errors made during the account selection process. All deposits are final and Waterfront is under no obligation to reverse a deposit.

**13. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Waterfront's sole discretion subject to the Membership Agreement and Disclosures governing your account(s).

**14. Ownership and License.** You agree that Waterfront retains all ownership and proprietary rights in the Services associated content, technology, and website. Your use of the Services is subject to and conditioned upon your complete compliance with these Terms and Conditions. Without limiting the effect of the foregoing, any breach of these Terms and Conditions immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services

- (i) in any anti-competitive manner;
- (ii) for any purpose which would be contrary to Waterfront's business interest; or
- (iii) to Waterfront's actual or potential economic disadvantage in any aspect.

You may use the Services only for your use in accordance with these Terms and Conditions. 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 Services.

**15. DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE SERVICES 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 SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES

- (i) WILL MEET YOUR REQUIREMENTS;
- (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT
- (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
- (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**16. 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 SERVICES 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 THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WATERFRONT HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**17. User Warranties and Indemnification.** You agree to do the following. In the event that you fail to do the following, you agree to be liable for the amount of the item and any subsequent costs:

- a) You will only transmit eligible items.
- b) You will only transmit items that meet the image quality standards.
- c) You will not transmit duplicate items.
- d) You will ensure the item is not re-deposited or re-presented.
- e) You only provide accurate and true information to Waterfront.
- f) You will comply with these Terms and Conditions and all applicable rules, laws and regulations.
- g) You will indemnify and hold harmless Waterfront from any loss for your breach of this warranty provision.

**18. Other Terms.** You may not assign these Terms and Conditions.

These Terms and Conditions are entered into in Seattle, Washington, and shall be governed by the laws of the State of Washington and of the United States. If you become indebted to us by your use of these Services, you agree that we can recover the costs we incur in collecting what you owe, including attorneys' fees and costs in addition to any other remedies the court finds proper. A determination that any provision of these Terms and Conditions is unenforceable or invalid shall not render any other provision of these Terms and Conditions unenforceable or invalid.