



## **Snap Deposit Business User Agreement**

---

This Agreement contains the terms and conditions for the use of Business LGE Snap Deposit, the mobile deposit capture service (“Snap Deposit” or “Services”) and/or other remote services that LGE Community Credit Union (“Credit Union”, “us,” or “we”) may provide to you (“you,” or “User”). Other agreements you have entered into with the Credit Union, including your Business Account and Agreement, and Electronic Disclosure, as amended from time to time, are incorporated by reference and made a part of this Agreement.

**Services.** Snap Deposit allows you to make deposits to your credit union deposit accounts remotely by scanning checks and transmitting images of such checks to us in compliance with our requirements. If we accept the image for collection, we will then attempt to collect the item by presenting the image or converting the image to a substitute check. Unlike traditional check deposits, you retain the original paper check when you use this Service. The manner in which these substitute checks or images are cleared, presented for payment, and collected will be determined by us in our sole discretion. We may change, modify, add or remove all or portions from Snap Deposit at any time, with or without notice to you. We will determine whether you are eligible for Snap Deposit Business in our sole discretion.

**Acceptance of these Terms.** Your use of Snap Deposit 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, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Snap Deposit after the Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, the Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. If you violate these terms, then we also may

use such actions as a basis to terminate your account relationship with us.

**Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. 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, immediately and at any time without prior notice to you.

**Hardware and Software Requirements.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by LGE Community Credit Union from time to time. Visit [www.lgeccu.org](http://www.lgeccu.org) for current hardware and software specifications. The Credit Union 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 the third party software provider at time of download and installation. When using Snap Deposit you may experience technical or other difficulties, including, without limitation, problems with your image deposit, or transmission problems. We are not responsible for such technical or other difficulties or any resulting damages that you may incur. In particular, each image of a check you attempt to deposit must be legible, as determined by us. If we determine your images are not of acceptable quality, we may reject your deposit. We are not responsible for problems arising out of your equipment or internet connections even if you are using a device that meets our technical requirements.

**Fees.** A fee may be charged for this Service in addition to other applicable fees, such as for returned items and overdrafts, as set forth in the Rate and Fee Schedule, which may be amended from time to time, a copy of which you agree to having reviewed with or prior to entering into this Agreement. You are responsible for paying the fees for the use of the Service. The Credit Union may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize us to deduct any such fees from any Credit Union account in your name.

**Prohibited Checks.** We may decline to accept any image of a check you submit through the Service in our sole discretion. Without limiting that discretion, you agree that you will only seek to deposit “checks,” as that term is defined in the 12 C.F.R. Section 229 et al, (“Reg CC” or any rules issued to replace this law), that are collectible (i.e., properly payable) through Snap Deposit Business. When the image of the check transmitted to us is converted to a substitute check for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the account holders
- Checks containing an alteration on the front of the check, 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 is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC (checks that, among other things, do not bear the signature of the person on whose account the check is drawn).
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by our current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

- Non-Negotiable instruments, such as promissory notes or
- Checks drawn on any of your LGE accounts
- Checks that are in violation of any federal or state law, rule, or regulation.

**Endorsements, Requirements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as " FOR SNAP DEPOSIT BUSINESS ONLY, LGECCU Account # \_\_\_\_\_" or as otherwise instructed by Credit Union. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time. Checks received that are not endorsed in accordance with this provision may be rejected.

**Receipt of Items.** We reserve the right to reject any item transmitted through the Services, 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 online confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item in our sole discretion. A confirmation is not a representation, warranty or other indication that the check image will be presented for collection or will be honored by any collecting or paying bank. If we reject a check image received through Snap Deposit Business, then you may submit the original check by mail to us for processing unless we instruct you otherwise, or you may want to contact the drawer and have them reissue the check. If you do submit the original check for processing, we reserve the right to refuse to process it and may instead require you to have the check reissued. You agree that LGE Community Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Availability of Funds.** We generally apply the Funds Availability Disclosure as set forth in the Business Account and Agreement for check images received through Electronic Check Deposit as if we had received the original paper check. We may delay availability of funds from any deposit you make through Snap Deposit Business at any time in our sole discretion, including due to any concern we may have regarding our ability to collect based upon any check image that you present.

**Return Items.** You understand that we may convert items you deposit through Snap Deposit Business into substitute checks, images, or ACH entries. As a result, in the event that your item is returned unpaid, you will only receive a copy of the substitute check or image, or in the case of ACH entries, the Automated Clearinghouse information.

**Retention and Disposal of Original Check.** Once your check image has been credited to your account, you must mark the original check as “VOID” and retain the check for sixty (60) days. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. During this 60-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original paper check available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your account, regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees. Immediately after this 60-day period, you must destroy the original paper check.

**Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. Limits may be changed at any time at our discretion. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$10,00.00 per business day with the monthly limit of \$25,000 for commercial account members. Note: Business deposits have a two-day hold after the first \$5,000.00 of deposit. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not

exceeded. Daily and monthly deposit limits may vary for use of other Credit Union services.

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

**Errors.** You agree to notify the Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable LGE account statement is sent. Unless you notify us 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 LGE Community Credit Union for such alleged error.

**Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. LGE Community Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Image Quality.** The image of an item transmitted to LGE using the Services must be legible, as determined in the sole discretion of LGE. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by LGE, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**User Warranties and Indemnification.** Each time you submit check images of the front and back of the original check for deposit through Electronic Check Deposit, you represent and warrant that:

- Each check image is a complete and accurate representation of the front of a negotiable check;
- Each check image is a complete and accurate representation of the back of a negotiable check;
- The image is NOT of any of the prohibited items listed in Prohibited Check section;
- Each check image satisfies our image quality standards, as specified by us from time to time;

- The original check used to create the image has not been previously deposited, duplicated or used to create another image or electronic fund transfer; and
- No subsequent transferees of your check image, or any substitute check created from your check image, including but not limited to Credit Union, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the check image or substitute check was presented for payment or returned instead of the original paper check.
- All information you have provided to us is complete, accurate, and true. Each time you scan and submit check images for deposit through Electronic Check Deposit, you also make all the warranties specifically set forth in and subject to the terms of the laws of the governing State's Revised Code Uniform Commercial Code (UCC) for the image as if it were an item subject to the terms of the UCC, including:
  - you are entitled to enforce the image;
  - all signatures on the image are authentic and authorized;
  - the image has not been altered;
  - the image is not subject to a defense or claim in recoupment of any party which can be asserted against you;
  - you have no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor or, in the case of an unaccepted image, the drawer; and
  - if the image is a demand draft, creation of the image according to the terms on its face was authorized by the person identified as drawer.

In addition to these warranties, you covenant that you will comply with this Agreement and applicable law.

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless

and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Business Account and Agreement or any other agreement with us. You may use Snap Deposit Business only for personal, family and household services and not business purposes.

**Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership & License.** You agree that the Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services 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 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 our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. 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.

**DISCLAIMER OF WARRANTIES.** YOU AGREE 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, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

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

**Indemnification.** In addition to the other indemnification provisions set forth in this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys' fees) or other loss that arises from or relates to your use of Snap Deposit Business or your breach of the representations, warranties or covenants set forth in these Service Terms, including without limitation your attempt to duplicate the presentation of a check image via presentation of the original check or an image or substitute check derived from the original check and any liability that we may incur for processing an image or substitute check rather than the original paper check.

**No Waiver:** No waiver of any of the foregoing terms and conditions shall be effective unless it is in writing and signed by an authorized officer of LGE Community Credit Union, and no waiver shall be deemed to imply or constitute a continuing waiver or a waiver of any other term or condition.

**Jurisdiction and Governing Law:** You will be deemed to have agreed to the exclusive jurisdiction of the State and Federal courts of the State of Georgia, for resolution of any dispute you have relating to the goods or services offered or promoted herein, or to this agreement. The

laws of the State of Georgia (excluding its conflict of laws rules) will be applied to any dispute, regardless of where it is heard.

**Construction and Interpretation:** If any portion of this agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion shall be construed as narrowly as possible in order to give effect to as much of the agreement as possible.

**Electronic Signature:** Your enrollment to use the Service or your use of the Service constitutes your signature, acceptance, and agreement to the terms and conditions of this Agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and LGE Community Credit Union.