

Remote and Electronic Deposit Services Agreement

In this Agreement, the words “you” or “your” mean a user of any of the Remote and/or Electronic Deposit Services (the “Service” or “Services”) described in this Remote and Electronic Deposit Services Agreement (the “Agreement”). The words “credit union” or “Alliant” mean Alliant Credit Union. The Alliant Membership and Account Agreement, including the Electronic Funds Transfer Policy and the Funds Availability Policy, are hereby incorporated into and made a part of this Agreement. In the event of a discrepancy between this Agreement and the Alliant Membership and Account Agreement, the Alliant Account Agreement will control.

Terms and Conditions for Use of Services

You understand that by accepting this Agreement, you authorize Alliant to deposit the items submitted to Alliant using the Services into your Alliant accounts, including savings accounts, supplemental savings accounts, checking accounts, or health savings accounts (“Account” or “Accounts”). You agree that your use of the Services constitutes your acceptance of the Terms and Conditions of this Agreement, and that Alliant may change the Terms and Conditions of this Agreement by notifying you of such change in writing, and that your use of any of the Services after such notification shall constitute acceptance of the change. You agree that Alliant, at its sole discretion, has the right to limit, suspend, terminate or revoke your use of the Services for any reason, including without limitation: a) suspected or actual fraud; b) for any action deemed by Alliant to be an abuse of the Services; c) the deposit of returned or “bad” checks; d) failure to provide documentation, including original copies of checks, to Alliant within the required timeline; e) failure to comply with any provision of this Agreement or the Alliant Membership and Account Agreement.

You agree to use the Services only for their lawful intended purposes, and in compliance with all applicable laws and regulations. You shall only use the Services to deposit legitimate negotiable instruments to which you are a holder in due course. You agree to hold Alliant harmless from any damages, liabilities, costs, expenses, attorneys’ fees, or other costs resulting in your unlawful use of the Services, or arising from any act that is a violation of this Agreement. This indemnity will survive the termination of your Account, use of the Services, or this Agreement. You further agree that Alliant is not responsible for any direct, indirect, punitive, consequential, or any other damages, special or otherwise, that result from an act that is in violation of this Agreement.

You agree that the use of the Services require you to provide, at your own expense, all necessary computer equipment and software, scanning equipment and software, mobile devices or equipment, and internet or cellular connectivity required to use the Services or Alliant Online Banking. You agree that it is your responsibility to maintain your equipment, software and connectivity, as well for securing your equipment, mobile devices, and internet or cellular connections. You agree that Alliant shall not be responsible for any loss, injury or damages caused by your use of your computer equipment or software, or by your internet service provider, arising from in any way your installation, use or maintenance of your personal computer equipment, software, mobile devices, or internet connectivity. You further agree that from time to time that Alliant may make the Services temporarily unavailable due to scheduled maintenance or technical difficulties.

You agree that for the purpose of all deposits made using any of the Services the location of the deposit is Chicago, Illinois. You further agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, notwithstanding any conflict-of-laws doctrines of that state or any other jurisdiction to the contrary. The venue for any action brought for the use of the Services, under this Agreement, or under the Membership and Account Agreement, shall be in the courts of the State of Illinois or the Federal courts with jurisdiction over Cook County, Illinois.

You agree that all items deposited using the Services shall be fully negotiable, accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer, and indorsed by you including your signature and account number. The image of the check transmitted to Alliant must accurately and legibly provide, among other things, the following information: a) 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 b) 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.

You agree that Alliant, at its sole discretion, reserves the right to accept or reject any item submitted using the Services for deposit into your accounts, and that the acceptance of any item will be provisionally deposited into your account the same day deposited. You understand that the availability of your funds is determined by Alliant's Funds Availability Policy, which can be found in the Membership and Account Agreement, and that funds deposited to your Account may not be immediately available based on Alliant's policies. You also agree to indemnify Alliant from any loss the credit union suffers because of its acceptance of the item. Alliant is not liable for any service or late charges against you because of Alliant's rejection of any item you deposited using the Services, and you agree to be responsible for any loss or overdraft or other applicable fees charged to your Account, as described in the Alliant Membership and Account Agreement and the current Fee Schedule, due to an item being returned.

If an item deposited using the Services is returned as unpaid funds, or Alliant does not receive the original item within the designated time, resulting in a negative Account balance, you agree to correct the negative balance within ten (10) calendar days from the date that the Account became negative and/or when the item(s) should have been received, whichever is earlier. If the negative balance is not corrected within the time allowed, you agree that Alliant may take immediate collection actions against you or your Accounts, including transferring funds from another Alliant Account of which you are an owner. You further agree that if the negative Account balance is not rectified within sixty (60) calendar days from the date the Account became negative, the Account may be closed, charged off as a loss to Alliant, forwarded to a collection agency for continued collection efforts, and reported to a consumer reporting agency.

By using the Services you agree to that you will not deposit the items listed below, and any attempt to do so will result in: a) the immediate reversal of the deposit(s) to your account; b) a possible negative Account balance; c) the assessment of any related fees as determined by the Membership and Account Agreement and the Alliant Fee Schedule; and, d) may result in Alliant limiting, suspending or revoking your use of the Services. You agree that Alliant reserves the right to revise this list at any time without notice.

Unacceptable items for deposit using the Services include:

- Cash.
- Item(s) deposited through an ATM, night depository, Service Center or at a Shared Branch.
- Check(s) drawn on your Alliant Account bearing the same account number. Deposits of this nature will result in the immediate revocation of this service.
- Non-negotiable items.
- Altered check: Any check that contains evidence of a change, as determined by Alliant. This can include, but is not limited to, an item that appears to be "washed" or counterfeit.
- Foreign check: Any item that is not issued in U.S. funds (dollars).
- Savings bond(s).
- Incomplete check: An item that does not contain signature(s) of the maker, proper endorsement signature(s), and/or is missing any of the required keyed information.
- Stale dated check: A check with an issue date older than 6 months at the time of deposit, or one that expires within ten (10) business days of the deposit. You must get a replacement check from the maker before Alliant will accept such deposits.
- Post dated check: An item that contains a date in the future.
- Third party check: An item issued by an individual (1st party) made payable to another person (2nd party) and then signed over to a third person (3rd party).
- Check made payable to a custodial and/or account governed by the Uniform Transfers to Minors Act.
- Check made payable to a living trust or to a trustee(s) of a living trust.
- Check to be deposited to an IRA.
- Check to be deposited to a Mortgage Share Account.

Additional Terms and Conditions for using eDeposit

You may deposit items up to your available eDeposit limit into your savings, supplemental, and/or checking account(s) remotely through eDeposit. Deposits are made by entering the required information during an eDeposit session. An eDeposit session occurs when you log into eDeposit, enter up to five (5) items for deposit, and post the total deposit amount to your account.

You may complete more than one eDeposit session as long as your available eDeposit limit is not exceeded in any one session. The total amount posted during each eDeposit session will be credited to your savings, supplemental savings, and/or checking account(s) on the same date as your eDeposit session and will be available for use immediately.

eDeposit items must be mailed to Alliant no later than the day after the eDeposit session and received by Alliant no later than ten (10) business days from the date of the session. As your eDeposits are physically received and processed by Alliant, the amount you have available to make an eDeposit increases again, up to your available deposit limit.

Additional Terms and Conditions for using eDeposit*Plus*

You may deposit items up to your available daily limit into your Accounts remotely with eDeposit*Plus* using your home computer and scanning equipment. You agree to retain your original check for 90 days after deposit before destroying the item, and to be responsible for the security of that item for that period of time.

Additional Terms and Conditions for using Mobile Deposit

You may deposit items up to your available daily limit into your Accounts remotely using your personal mobile or cellular device via Alliant's mobile banking application. Use of the application is subject to acceptance of the Alliant Mobile Deposit Application User & License Agreement. You agree to retain your original check for ninety (90) days after deposit before destroying the item, and to be responsible for the security of that item for that period of time.