

Achieve Financial Credit Union Mobile Deposit Agreement and Disclosure
Effective: September 1, 2012

This Mobile Deposit Service Agreement and Disclosure (“Agreement”) as amended from time to time sets forth the terms and conditions for Achieve Financial Credit Union Mobile Deposit Service which is or may be made available by Achieve Financial Credit Union ® (“Credit Union”).

It defines your rights and responsibilities and those of the Credit Union with respect to Achieve Financial Credit Union Mobile Deposit Service (the “Service”). Please read it carefully before using the Service.

In this Agreement the words “you”, “your” and “yours” refer to the Member or anyone who applies for or uses Achieve Financial Credit Union Mobile Deposit Service. The words “we”, “us”, “our” and “Credit Union” refer to ACHIEVE FINANCIAL CREDIT UNION.

INCORPORATION OF AGREEMENT AND DISCLOSURES

Your application for use of the Service, your notification of approval of your application, and Achieve Financial Credit Union’s Membership and Account Agreement, Truth-in-Savings Disclosure and Fee Schedule, Electronic Funds Transfer Agreement and Disclosure, and Funds Availability Policy Disclosure, which by this reference are incorporated into the Agreement in its entirety.

Both you and the Credit Union will be bound by this Agreement. If there is a conflict between this Agreement and something said by one of our employees, you agree that this Agreement controls. If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

You understand that the agreements and rules and regulations applicable to your Share/Savings Account, Checking Account, and any other account you have with the Credit Union remain in effect and continue to be applicable except as specifically modified by this Agreement.

Requesting, retaining, using or permitting another person to use the Service constitutes an acceptance by you of all the terms and conditions set forth in this Agreement and binds you to all the rules and regulations governing the use of the Service.

A. Definitions. Capitalized terms defined in this Agreement shall have the meanings indicated in this Agreement (including in Exhibit A).

Account Any deposit or loan account with the Credit Union.

Achieve Financial Credit Union Mobile Deposit Service (the “Service”)

A service provided to members that uses a mobile device to electronically transmit a digital image of a Paper Item for deposit.

Application	A delivery channel for various services, information, and other functions that can be added to an electronic device (a telephone, iPad, or SmartPhone with camera).
Business Day	Every day we are open is a business day except Saturday, Sunday and federal holidays.
Cut-Off Time	The time of day set by the Credit Union that establishes the end of a Business Day and start of a new Business Day for the Service. The Cut-Off Time is 1:00 pm Eastern Time on a Business Day that we are open.
Electronic Item	The electronic image of each Paper Item and other information captured from the Paper Item.
Member	An individual signer on an Achieve Financial Credit Union membership account.
Mobile Device	An electronic device that includes a cell phone, iPad, or SmartPhone with camera that allows an Application to be added.
Paper Item	A paper check or other acceptable negotiable instrument.
Substitute Check	A paper check converted to a digital image and reprinted on paper that states it is a legal copy of your check and it can be used in the same way as an original check. A substitute check may be used as proof of payment just like the original check.

B. The Service. The Service enables you to use a Credit Union Mobile Banking Application and Mobile Device approved by us to (i) create electronic images of the front and back of certain Paper Items and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing in accordance with this Agreement. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:

1. create a Substitute Check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the “Paying Bank”);
2. include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
3. present or post any Electronic Item for which we are the Paying Bank.

C. Qualifications. In order to enroll in the Service, you must be designated as an authorized signer of a Credit Union Account that is eligible for this Service, and be approved by the Credit Union.

D. Conditions to Provision of the Service. As conditions to Credit Union's provision of the Service, you shall (i) maintain all your Accounts in good standing, (ii) subscribe to Achieve Financial Credit Union Online Banking service, and (iii) comply with such restrictions on the Service as we may communicate to you from time to time.

E. Fees. The Service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an Account at the Credit Union from which fees for the Service will be debited (your "Billing Account").

Any applicable fees for the Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other Account you maintain with us.

F. Hardware. In order to use the Service you must use the type of Mobile Device that we designate (see Exhibit A) at your own expense and install on it the Service's mobile Application. You will provide, or obtain from another party selected by you at your expense, support and maintenance of such Mobile Device required to use the Service.

G. Creating and Transmitting Electronic Items to the Credit Union. You shall use a Mobile Device and the Service Application to create electronic images of checks and other Paper Items that you wish to deposit to your Account by means of the Service, and to transmit your Electronic Items to us. Only Paper Items drawn on or payable at or through a financial institution located in the United States can be transmitted through the Service. All Paper Items must be in U.S. dollars. Additionally, only Paper Items that are made payable to, and endorsed by, you may be transmitted through the Service. You will ensure that Paper Items are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of the Paper Item.

H. Unacceptable Paper Items. The following Paper Items may not be deposited through the Service:

1. Cash
2. Checks drawn against a line of credit.
3. Third-party checks.
4. Remotely created checks (whether in paper form or electronically created)
5. Checks with qualified or conditional endorsements (for example: "Payable to Achieve Financial Credit Union without recourse").
6. Checks payable to more than one individual where all parties are not signers on the Account (this includes government checks).
7. Any item stamped "non-negotiable".
8. U.S. Savings Bonds.

9. U.S. Postal Money Orders.
10. Any check issued by a financial institution in a foreign country or in foreign currency.
11. Any check that is “stale dated” or “post dated”
12. Any check that contains evidence of alternation to the information on the check.
13. Any check that is incomplete (this includes a check with a bar code in place of a signature).

I. Transaction Limitations of the Service. Only one Paper Item may be deposited at a time using the Service. There is a limit on the dollar amount of each Paper Item. There are also limits on the total amount that can be deposited on a Business Day and within a calendar week. The Credit Union will communicate these limits to you at the time you are approved for the Service. The Credit Union may change these limits at its sole discretion and without advance notice.

J. Processing Your Electronic Item(s). If you transmit your Electronic Item(s) to the Credit Union before the Cut-Off Time on any Business Day, we shall review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item(s) to us after the Cut-Off Time on any Business Day, we shall review and process your Electronic Item(s) on the next Business Day. Your Electronic Item(s) is deemed to have been received by the Credit Union when the Service generates a confirmation message.

K. Exception Items. Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service (each, an “Exception Item”). “Exception Item” includes, without limitation, an Electronic Item that (i) is illegible or contains MICR data that is not machine-readable, (ii) was previously processed as an Electronic Item, (iii) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States, or (iv) is deemed to be an unacceptable Paper Item under Paragraph H. We will notify you of each Exception Item through the Service’s confirmation email message, or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your Account, you shall do so only by depositing the original Paper Item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, Substitute Check, or the purported Substitute Check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to the Credit Union under Paragraph N.

L. Deposits to the Account. Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the Account on the Business Day that we process the Electronic Item, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Item will be deemed to have been deposited at the office where the Account is maintained.

L.1. Funds Availability. Deposits to the Account will be provisionally credited with funds generally available to you on the second Business Day after the day of your deposit, unless a longer hold is applied in accordance with the Credit Union's Funds Availability Policy.

M. Security Procedures. Any individual authorized by you to access the Service (a "User") shall do so by entering a user name and a password, or other unique identifier that may be required (collectively referred to herein as "Security Credentials"). No person employed by the Credit Union shall have access to any Security Credentials you or your Users create. From time to time, we may require you to use additional security and authentication procedures, which the Credit Union will communicate to you.

N. Your Warranties to the Credit Union. You represent and warrant to the Credit Union that:

FAILURE TO PROTECT YOUR MOBILE DEVICE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT THE CREDIT UNION PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR MOBILE DEVICE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY THE CREDIT UNION IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

N.1 You will use the Service only for Paper Items that are payable to, and endorsed by, you.

N.2. You will properly secure all Mobile Device you use in connection with the Service (including, but not limited to, securing the Mobile Device with Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original Paper Items for ten (10) calendar days, from the transmission date ("Retention Period"). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and irretrievably destroy original Paper Items from which you have previously created and submitted to us an Electronic Item.

N.3. You will not submit any duplicate Electronic Items to us.

N.4. You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us, or any other financial institution, an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item.

N.5. You will transmit to us only Electronic Items that are suitable for processing, including, but not limited to, Electronic Items that are legible and contain machine-readable MICR data.

N.6. You will review and verify for accuracy the information contained in the Electronic Item(s) before you transmit it to us.

N.7. You understand that in the event you receive a confirmation message from use confirming receipt of your Electronic Item, such confirmation does not mean that the Electronic Item contains no errors.

N.8. You will only transmit Electronic Item(s) that are drawn on or payable at or through banks located within the United States.

N.9. You will not store or make a back-up copy of the Electronic Item(s).

N.10. Any User of the Service is at least 18 years of age.

N.11. You understand and agree that a digital image that is not paid by a Paying Bank or is otherwise returned for any reason, will be returned to you and your Account will be charged for the amount of the Substitute Check plus any associated returned deposit item fee as disclosed in the Credit Union's Fee Schedule.

N.12. The Credit Union's right to charge your Account will apply without regard to whether the Substitute Check is timely returned to Achieve Financial Credit Union or whether there is any other claim or defense that the Item has been improperly returned to the Credit Union.

N.13. You represent, agree and warrant to Achieve Financial Credit Union that (except as otherwise specifically disclosed in writing to the Credit Union) you are not now engaged, and will not during the term of this Agreement engage, in any business that would result in your being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations.

N.14. You will not engage in any activity directly or indirectly related to the use of the Service that is illegal or fraudulent.

O. Your Agreement to Indemnify the Credit Union. You will indemnify, defend, and save harmless the Credit Union, its affiliates and each of their respective directors, officers,

employees, and agents (collectively in this Paragraph O, "Indemnitees") from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):

O.1. Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement, including, but not limited to, (i) duplicate scanning of the same original Paper Item, (ii) transmission of duplicate Electronic Items, (iii) calculation errors of deposit totals, (iv) numerical errors on deposit data entry, and (v) fraudulent or unauthorized use of your Mobile Device or Security Credentials.

O.2. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Agreement;

O.3. The violation of any applicable law, statute, or regulation in the performance of your obligations under this Agreement;

O.4. The Credit Union acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Item or an illegible Electronic Item;

O.5. Our presenting to Paying Bank an Electronic Item for payment; and

O.6. Your failure to (i) securely maintain your Mobile Device or the original Paper Items, or (ii) properly and timely dispose of original Paper Items in accordance with Paragraph N.2, in which event such Losses and Liabilities shall include without limitation consequential damages.

This Paragraph O shall survive the termination of the Service.

P. Termination. You or we may terminate the Service at any time.

Q. Right To Audit. We may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by the Credit Union in the course of such audit.

R. Periodic Statements. Any Electronic Item deposited to your Account through the Service will be reflected on your monthly Credit Union statement, including any adjustments to, or reversals of, an Electronic Item. You are responsible for reviewing your periodic statements in a timely manner and report to the Credit Union any errors. The Credit Union is not responsible for any errors that you fail to bring to our attention within the stated error resolution time periods found in our Electronic Funds Transfer Agreement and Disclosure.

S. Unavailability of Service. The Credit Union may cause the Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond the Credit Union's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to you. You may deposit original checks and other items to any deposit Account at the Credit Union in person or in any other manner permitted by agreement between you and us, and we will be responsible for maintaining procedures and facilities to enable you to do so if the Service is unavailable to you.

T. Compliance with Law. The Member shall comply with all laws, rules, and regulations applicable to the Member, to the business and operation of the Credit Union, and to the Achieve Financial Credit Union Mobile Deposit Service, including, without limitation, Federal Reserve Board Regulation CC, the Uniform Commercial Code and any rules established applicable to digital images. You shall have the responsibility to fulfill any compliance requirement or obligation that the Credit Union and/or you may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

U. Entire Agreement. This Agreement shall govern the terms and conditions of the Service. The Credit Union reserves the right to amend this Agreement at any time. You may request a copy of this Agreement or go to our Web site (www.AchieveFinancialCU.com) for the most recent version.

Exhibit A

Achieve Financial Credit Union Mobile Deposit Service

Our Service Application works with a variety of supported Mobile Devices and utilizes the built-in camera for the capture of the check images. The list of supported Mobile Devices as of the effective date of this Agreement follows:

1. Apple iPhone or iPad running iOS 3.2.2 or later

Other devices may be added from time to time.

You agree to comply with the requirements above which are incorporated by this reference.

Agreement to the Agreement and Disclosure

By clicking the box below and use of Achieve Financial Credit Union Mobile Deposit Service, you agree to the terms and conditions of this Agreement and Disclosure.

(Box to Continue)

