

# Me/Mobile Check Deposit (MCD) Supplemental Service Agreement

Municipal Employees Credit Union of Oklahoma City

PLEASE READ THIS SUPPLEMENTAL AGREEMENT COMPLETELY BEFORE INDICATING YOUR AGREEMENT TO ITS TERMS AND YOUR ELECTION TO RECEIVE THIS SERVICE. THIS AGREEMENT, DISCLOSURES AND NOTICES RELATE TO THIS SERVICE AND THE USE OF THIS SERVICE ELECTRONICALLY.

## 1. **SCOPE OF AGREEMENT**

This Agreement covers all Me/Mobile Check Deposit Service transactions and requests which are initiated by you from time to time through Municipal Employees Credit Union of Oklahoma City (Me/CU) mobile banking services. This Agreement is intended to amend and supplement the Me/CU Online Banking Agreement, which you previously entered into with, and received from, the Credit Union. Except as specifically amended herein, the terms of the Me/CU Online Banking Agreement shall govern this Agreement.

## 2. **DEFINITIONS**

Me/CU" or "Credit Union" refers to Municipal Employees Credit Union of OKC, including its agents and service providers.

"You", "your" or "yours" refers to the Credit Union member and/or joint tenant who agrees to the terms and conditions of this Agreement and any person authorized by the member/joint tenant to use the Service.

"Business Day" means any day that is not a Saturday, Sunday or a Credit Union holiday.

"Eligible Account" means any account which is of the type eligible to receive mobile deposits pursuant to this Service including, but not limited to, your Share Account and Share Draft Account.

"ACH" means the funds transfer system, governed by NACHA Rules, that provides funds transfer services to participating financial institutions.

## 3. **TERMS AND CONDITIONS**

Me/Mobile Check Deposit (MCD) is a personal financial information management service that allows you to transmit and deposit checks and other financial instruments through use of the Application provided by us through our online banking services using compatible and supported mobile phones and/or other compatible and supported wireless devices or network devices under your control (the "**Service**").

We reserve the right to modify the scope of the Services at any time. We reserve the right to refuse to make any transaction you request through the Service. You agree and understand that the Services may not be accessible or may have limited utility over some networks, such as while roaming.

**Service.** ME/CU Me/Mobile Check Deposit (the "Service") enables you to make certain check deposits to your Eligible Accounts from home or other remote locations by scanning the check with a compatible device and delivering the image of such check and associated deposit information to Me/CU. All deposits must be made through Me/CU's Mobile Banking application and are subject to the terms of the Me/CU Online Banking Agreement and this Supplemental Agreement, each as in effect from time to time, and other applicable agreements, laws and regulations.

**Acceptance of These Terms.** Your use of the Service constitutes your acceptance of this Agreement. Me/CU reserves the right to change the terms and conditions of the Service and of this Agreement. Unless otherwise required by law, we may amend this Agreement without prior notice to you.

If we choose to notify you of an amendment or are required to do so by law, we may ask you to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to you at the last address we have on file for you. You are bound by such change if you use the Service after the effective date of the change notice.

**Limitations of Service.** When using the Service, you may experience technical or other difficulties. Furthermore, you understand and agree that the Service may at times be temporarily unavailable due to Me/CU's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider, and Internet software. You agree that we are not responsible for any technical or other difficulties or resulting damages that you may incur. We reserve the right to change, restrict, suspend, revoke or discontinue the Service, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. In the event this Service is interrupted or otherwise unavailable to you, you acknowledge that you can deposit your check at a branch office location, a Shared Branch outlet, through a participating ATM, or by mail.

**Charges, Fees and Recoupment.** Me/CU does not presently charge a fee for this Service. We reserve the right to start charging for the Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the item was originally deposited to and you will be assessed a fee in the amount shown on Me/CU's then current Savings and Checking Accounts Rate and Fee Schedule. If there are not sufficient funds in your account to cover the amount of the returned item, the account will be overdrawn and you will be responsible for the payment of such overdrawn sum, and you agree that Me/CU may debit any account maintained by you (except your IRA) in order to obtain payment of your obligations under this Agreement.

**Eligible Items for Deposit.** You agree to scan and deposit only checks, as that term is defined in the Federal Reserve's Regulation CC (excluding those checks or items identified as ineligible for deposit below.) You agree that the image of the check transmitted to Me/CU, for purposes of this Agreement, "check" means a negotiable demand draft that is drawn on or payable through or at an office of a:

1. Bank or credit union;
2. A Federal Reserve Bank or a Federal Home Loan Bank;
3. The Treasury of the United States; or
4. A state or local government.

For purposes of this Agreement "item" means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.

**Items Not Eligible for Deposit.** You understand and agree that you will not deposit the following checks or items using the Service, and if such checks or items are initially accepted for deposit by Me/CU, that we have the right to thereafter reject the deposit and adjust your account(s) accordingly, including but not limited to use of those procedures under **Charges, Fees and Recoupment:**

1. Checks payable to any person or entity other than you or a joint owner;
2. Checks payable to you and another party who is not a joint owner on the account;
3. Checks or items drawn on your Me/CU Checking or Money Market account;
4. Checks that have previously been submitted, negotiated or "cashed";
5. Checks that have been previously converted to substitute check as defined by Regulation CC;
6. Checks or items stamped "nonnegotiable" (whether stamped in print or as watermark) or other restrictive endorsement;
7. Checks that have been re-deposited or returned for any reason, such as "non- sufficient funds" or "refer to the maker";
8. Checks you know or suspect, or should know or suspect, have had stop- payment orders placed on, are fraudulent or are not authorized by the owner of the account on which the check or item is drawn;
9. Checks or items drawn on a financial institution located outside of the United States;
10. Checks that are payable in a foreign currency;
11. Checks or items that contain evidence of any alteration to the information on the check;
12. Checks or items that are stale dated (dated more than six months prior to the date of deposit);
13. Checks or items that are post-dated (dated after the date of deposit);
14. Checks payable to Me/CU for the benefit of a member;
15. Checks payable to an Officer of Me/CU;

16. Checks payable to Me/CU for repayment of a loan, credit card and/or a mortgage loan;
17. Checks or items that are incomplete;
18. Cash;
19. Money Orders, Traveler's checks; or Savings Bonds;
20. Visa/MC/Amex Checks or other similar credit card advance checks;
21. Temporary checks; and
22. Checks from a closed account.

**Image Quality.** You understand that the image of an item transmitted to Me/CU using the Service must be clearly legible. You are responsible for the image quality of any item that you transmit to Me/CU using the Service. The image quality of the items must satisfy our quality standards and comply with all requirements established from time to time by American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. Each image must include the entire front and back of the item and the following information must be clearly readable: (i) amount; (ii) payee name; (iii) drawer signature; (iv) date; (v) check number; (vi) account number; (vii) routing and transit numbers; (viii) MICR (Magnetic Ink Character Recognition) line which normally appears at the bottom of the front side of the item; and (ix) any endorsement or other information written on the check. If the image of any item that you transmit to Me/CU through the Service is not satisfactory to Me/CU, we may reject the item without prior notice to you.

**Processing Images.** You authorize us to process any image that you send to us or convert the image to a substitute check (as defined by Regulation CC). You authorize us and any bank to which an image is sent to handle the image or substitute check.

**Endorsement Requirements.** You agree to endorse all items with your signature and account number in the space reserved for your endorsement on the back of the item. You agree to write "MCD Only" on the back of the check. Me/CU reserves the right to reject all items that are not endorsed and marked specifically in this manner. You agree to follow any and all other procedures and instructions for use of the Service that Me/CU may establish from time to time.

**Receipt of Items.** Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that electronically transmitting a digital image of a check does not constitute receipt by Me/CU. We are not responsible for any image that we do not receive. We reserve the right, within our sole and absolute discretion, to accept or reject any items transmitted through the Service, without liability to you.

An image of an item shall be deemed received by Me/CU when it is reflected in your deposit history. You understand that, in the event you review your deposit history and see the item has been received, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We retain the rights provided under **Charges, Fees and Recoupment**. It is your sole responsibility to verify that items you deposit using the Service have been received and accepted for deposit by us.

**Availability of Funds and Provisional Credit.** You acknowledge and agree that items transmitted to us using the Service are not subject to normal Federal and State funds availability requirements. Funds that you deposit using the Service will be made available to you on the third Business Day following the Business day it is received (subject to the Cut-off Time rules set forth below). Availability of your deposit may affect average daily balances.

If Me/CU makes funds available to you prior to the time Me/CU receives payment for the funds, you understand and agree that the credit for such funds is provisional until settlement is final.

**Rejection of Deposit.** You agree that we are not liable for any service or late charge levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft, plus any applicable fees and interest, resulting from an item being returned. We will notify you by e-mail, by telephone, or by telephonic text messaging, of items that are rejected by the next Business Day following the day of deposit.

**Items Returned Unpaid.** A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit such item from your account, and if funds are not available in such account, to debit the funds in any other account you have with us, as provided herein.

**Email Address.** You agree to notify us immediately if you change your email address, as this is the address where we will send you notifications regarding mobile deposit items.

**Presentment.** The manner and order in which items are cleared, presented for payment, and collected shall be in Me/CU's sole discretion.

**Check Retention and Destruction.** Upon your receipt of a confirmation from us that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "Void" to ensure that it is not re-presented for payment.

You agree to securely store each original check that you deposit using the Service for a period of at least sixty (60) days after the transmission to us (the "retention period") in order to verify settlement and credit or to balance periodic statements. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks. You agree to never re-present the check.

During the retention period you will promptly provide any retained check, or a sufficient copy of the front and back of the check, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

In the event that any dispute concerning an item exists, you agree to keep the item until the dispute is finally resolved, or if we request, to tender the check to us.

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

When using the Service to deposit funds, such deposits are limited per Business Day and per rolling thirty (30) day period. These deposits are limited to:

1. \$1,000.00 per Business Day;
2. \$10,000.00 per rolling thirty (30) day period; and
3. A maximum of five (5) checks deposited on any one day.

**Cut-Off Time.** We must receive a mobile deposit by 2:00 P.M. CST on a Business Day for a deposit to be considered received by us on that day. If we receive a mobile deposit after 2:00 P.M. CST on a Business Day, or on a non-Business day, the deposit will be considered received by us on the next Business Day.

**Hardware and Software Requirements.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Me/CU from time to time. You are solely responsible for electronically transmitting deposit items, accessing the Service and for maintaining your scanning equipment. You will be responsible for the payment of all telecommunication expenses associated with the use of the Service. Me/CU shall not be responsible for providing or servicing any equipment for you. Furthermore, Me/CU is not responsible for any third party software you may need to use the Service. 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.

**Errors or Discrepancies.** Any deposits made through the Service will be reflected on your monthly periodic statement. You understand and agree that you are required to immediately notify us of any suspected error relating to images transmitted through the Service but in no event later than sixty (60) days after the date of the monthly periodic statement that includes the transaction you allege is erroneous.

If you do not notify us within sixty (60) days from the date your statement was sent you may not be compensated for any losses.

**Cooperation with Investigations.** You agree to cooperate with us in the review or investigation of any

transactions, poor quality transmission, and resolution of claims, including without limitation, by providing, upon Me/CU's request and without further cost to Me/CU, any originals or copies of items deposited through the Service in your possession and your records relating to items and transmissions.

**Security Requirements.** To prevent unauthorized use of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and/or use to access the Service. By securing these devices, we mean taking all necessary steps, including but not limited to installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping the security software current, as well as securing the physical device from theft or unauthorized use and password protecting the device.

We assume no responsibility for the operation, security, functionality or availability of any computing device or network which you utilize to access the application or use service.

You agree to exercise caution when utilizing the application on your computing device and to use good judgment and discretion when obtaining or transmitting information.

**Ownership and License.** Subject to the terms of this Agreement, we hereby grant you a limited, personal, revocable, non-exclusive, non-sub-licensable, non-assignable, non-transferable, non-re-sellable license and right to use the Application for the sole purpose of your use of the Service.

We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to the Service or Application. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Application. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install or use a new version of the Service or Application.

We have no obligation whatsoever to furnish any maintenance and support services with respect to the Service or Application, and any such maintenance and support services provided will be provided at our discretion.

You agree that Me/CU or its third party service providers retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement.

Without limiting the effect of the foregoing, any breach of these terms will result in the immediate termination of your right to use the Service. Furthermore, you may not use the Service (i) in any anticompetitive manner, (ii) for any purpose which would be contrary to Me/CU's business interest, or (iii) to Me/CU's actual or potential economic disadvantage in any respect. You may use the Service 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 provided by Me/CU in order for you to utilize the Service.

You acknowledge and agree that any and all intellectual property rights (the "IP Rights") in the Service and the Application are and shall remain the exclusive property of us or a third party provider. Nothing in this Agreement intends to or shall transfer any IP Rights to, or to vest any IP Rights in, you. You are only entitled to the limited use of the rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third party content that is not contained in the Service and Application, but may be accessed through the Service, is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties.

You agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Application or Service or any part thereof. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives.

You agree not to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Application, the Service, or any part thereof. You agree not to intercept, capture, emulate, or redirect the communications protocols used by us for any purpose, including without limitation causing the Service or Application to connect to any computer server or other device not authorized by us.

**Accountholder Warranties.** You make the following warranties and representations with respect to your use of the Service and each image of an original check or item you transmit to us using the Service:

1. Each image of a check that you transmit to us 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. All payees on the check or item have properly endorsed the check or item for deposit by you, in the account you have selected.
3. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate;
4. Each check you submit to us for deposit will not be resubmitted in any format to us (unless specifically requested by us to do so) or any other person or depository for payment and will not cause the same drawer's account to be debited twice;
5. Other than the digital image of an original check that you deposit through the Service, there are no other duplicate images of the original check;
6. Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check;
7. The information you provided in your Signature Card is true and correct, and in the event any such information changes, you will immediately notify us of such changes;
8. You have not knowingly failed to communicate any material information to us;
9. You will retain possession of each individual check deposited using the Service for the required minimum sixty (60) days retention period and neither you nor any other party will submit the original check for payment;
10. You will not use the Service and/or your accounts for any illegal activity or transactions;
11. Files and images you transmit to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems;
12. Each check you submit for deposit is drawn in United States dollars on a financial institution or other eligible entity located in the United States, excluding its territories;
13. Each image that you transmit to us using the Service will meet the image quality standards.

**Responsibility for Use.** This Agreement extends to you for all use of the Service on any account that you own individually or as a joint owner. You are responsible as provided herein for all use of the Service on such accounts, including use by a joint account owner or an authorized signatory on your accounts including:

1. You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations.
2. Any image of a check that you transmit using the Application must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements.
3. You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.
4. In the event any item that you transmit for remote deposit that is credited to your account is dishonored, you authorize us to debit the amount of such item from your account.
5. You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of remote deposit items.
6. You understand and agree that the Services may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that the Services are unavailable you acknowledge that you can deposit an original check at any branch or ATM that accepts deposits or by mailing the original check to your financial institution at its then

current address. It is your sole responsibility to verify that items deposited using the Services and Application have been received and accepted for deposit.

7. Processing of transactions may be limited based on our normal hours of operation, or those of third party financial service organizations involved in a transaction.

**Disclaimer of Warranties.** You understand and agree your use of the service 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 service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranties that the service (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 service or technology will be corrected. We are not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by your internet provider, any related software or our use of any of them arising in any way from the installation, use or maintenance of your personal computer hardware, software or other equipment.

**Limitation of Liability.** You understand and agree that we will not be liable for any direct, indirect, incidental, punitive, special, consequential or exemplary damages, including, but not limited to damages for the loss of profits, goodwill, use, data or other losses resulting from or attributable to the use or the inability to use the service incurred by you or any third party arising from or attributable to the use of, inability to use, the termination of the use of the service, or your breach of this agreement, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.

We cannot foresee or anticipate all technical or other difficulties related to the application or services. These difficulties may result in loss of data, personalization settings or other application interruptions. You agree that we are not responsible for any disclosure of account information to non-parties, the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the application.

There is no warranty that the services and application will meet your requirements, that access to the services will be uninterrupted, timely, secure, error free, or that any defects in the services and application will be corrected. You acknowledge that any data or information downloaded or otherwise obtained or acquired through the use of the service and application are at your sole risk and discretion and we will not be liable or responsible for any damage to you or your property. You acknowledge that it is your responsibility to follow proper backup procedures to protect against loss or error resulting from use of the services and licensed application.

No advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly stated in this agreement.

**Accountholder's Indemnification Obligation.** You agree to indemnify, defend and hold harmless Me/CU and its directors, officers, employees, members, agents, successors and assigns (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorneys' fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (i) your failure to abide by or perform any obligation imposed upon you under this Agreement; (ii) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of the Service; (iii) the actions, omissions or commissions of you or any of your representatives relating to the Service; and (iv) any transmission or instruction, whether or not authorized, acted upon by Me/CU in good faith.

You shall be provided with prompt notice of any claims and given full authority and assistance (at your expense) for the defense of any such claims, provided that Me/CU may participate in such defense and settlement with counsel of our choosing at our own expense. However you shall have no authority to settle any claim against Me/CU without the prior written consent of Me/CU (which consent shall not be unreasonably withheld).

You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Service and Application may be subject to other U.S. and foreign laws and regulations governing the export of software by

physical or electronic means. You agree to comply with all applicable US and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

**Termination of the Service.** You may terminate your use of the Service provided for in this Agreement at any time by notifying us of your intent to cancel via email at [RDC@mecuokc.org](mailto:RDC@mecuokc.org) or in writing to us at Me/CU, 101 N. Walker Ave., Oklahoma City, OK 73102, Attention: MCD Department. Any termination notice received from you will only apply to your use of the Service and does not terminate your other relationships with us. Your termination notice will not be effective until we receive your notice of termination and we have had a reasonable time to act upon it. We may terminate your use of the Service for any reason, at any time without notice. In the event of termination of the Service, you will remain liable for all transactions performed through this Service. Upon termination, (i) you will immediately cease using the Service; (ii) you shall promptly remit all unpaid monies due under this Agreement, if any; and (iii) you will remove the application from all computing devices, hard drives, networks, and other storage media in your possession or under your control.

#### **4. GENERAL PROVISIONS**

**Disputes.** The laws of the State of Oklahoma and applicable provision of federal law, excluding its conflicts-of-law rules, govern this Agreement. Any dispute arising under this Agreement of the use of the Service shall be resolved first in non-binding mediation at the joint cost of the parties. If mediation fails to conclude the dispute, the District Court of Oklahoma County shall have exclusive and sole jurisdiction and venue to resolve the controversy.

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

The provisions of this Agreement relating to intellectual property ownership, restrictions on use, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

#### **5. NOTICES/CONTACT INFORMATION**

All communication with us should specify your name and Account information. Our contact information is as follows: Me/CU 101 N Walker Ave., Oklahoma City OK 73102.

All notices from you must be made in writing. Legal notice to us shall be effective when directed to our Compliance Department and received at our address.

#### **6. ELECTRONIC CONSENT AND AGREEMENT FOR Me/Mobile Check Deposit SERVICES (MCD)**

**Information Provided Electronically.** In order to use the Me/CU'S Me/Mobile Check Deposit Service (the "Service") you must consent electronically to receive and accept the terms and conditions of the attached Agreement for Me/CU's Mobile/Me Deposit Service (the "Agreement"), and any amendments to the same. You may withdraw your consent to having this information provided to you electronically by writing to us at: Me/CU, 101 N. Walker Ave., Oklahoma City, OK 73102, Attn: MCD Department, by calling us at 405-813-5500, or e-mailing us at [RDC@mecuokc.org](mailto:RDC@mecuokc.org). Withdrawing your consent in this manner will not prevent you from re-enrolling for this Service.

By electing to utilize the Me/Mobile Check Deposit (MCD) Service, you affirmatively consent and agree to accept this Agreement and all disclosures and notices that we are required to provide you pursuant to this Agreement or under applicable Federal and State statutes and regulations electronically by a visual text that can be displayed on a computer monitor or mobile device (in lieu of providing such Agreement, Notices and disclosures in paper form).

You have the option to receive this Agreement, and other required disclosures and notices, in paper or in non-electronic form.

After you consent to enter into and receive this Agreement electronically, you may request a paper copy of this



Agreement, and any disclosures and notices related to the Me/Mobile Check Deposit Service, at no cost by e-mailing us at [RDC@mecuokc.org](mailto:RDC@mecuokc.org). If your e-mail address changes, you must update your e-mail address immediately by clicking on your email address which appears next to the right of your balances on your Me/CU Online Banking Home page.

We are not responsible for your failure to receive disclosures and notices related to the Me/Mobile Check Deposit Service in a timely manner if you fail to keep us updated at all times with your most current e-mail address. If at any time you wish to withdraw your consent to receive this Agreement, future disclosures and notices electronically, you may do so by telephoning our 405-813-5500, writing us at Me/CU, 101 N. Walker Ave., Oklahoma City, OK 73102 , Attn: MCD Department, or e-mailing us at [RDC@mecuokc.org](mailto:RDC@mecuokc.org).

No fee will be imposed to process the withdrawal of your consent. However, you will no longer be able to utilize the Me/Mobile Check Deposit Service. Your withdrawal will become effective after we have received it and had a reasonable opportunity to act on it. If there is more than one party on your account, notice to, or action by, or any one account holder will be effective for all.

You are responsible for the set-up and maintenance of your mobile device, software as well as any and all telephone access fees or Internet service fees that may be accessed by your telephone service provider. You will also need an Internet browser that supports 128-bit encryption such as Microsoft® Internet Explorer version 7.0, Firefox 3.0, Safari 4.0 or higher.' Finally, you will need to have an e-mail account with an Internet service provider and appropriate e-mail software.

**Consent and Agreement to Terms and Conditions.** By Clicking "I Agree" below, you acknowledge and agree: (1) you have software and equipment that satisfies the above requirements and are at least 18 years of age; (2) to receive and accept electronically any and all notices and information about this Service, including the Supplemental Agreement for Me/CU Me/Mobile Check Deposit Service and any subsequent amendments thereto; and (3) you have obtained and read the attached electronic copy of the Supplemental Agreement and agree to be bound by all the terms and conditions contained therein.

We recommend you print this Agreement, and keep it for your records.