



Mobile Banking

Terms and Conditions

The Mobile Banking program allows select members the ability the deposit checks to their account by scanning the item within FLAG Mobile Banking. Checks can be deposited into base share accounts, share draft, auxiliary and money market accounts.

Generally, this service is restricted to members that meet minimum criteria, including a defined length of membership and an open checking account.

Please read the terms and conditions very carefully before clicking the accept button below.

Deposit Agreement

This Agreement (“Agreement”) governs your use of the FLAG Credit Union Mobile Banking service (the “Service”). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement.

Please read this Agreement carefully. You can also read the agreement at any time by visiting FLAGCU.com. Additionally, your account is also governed by our Deposit Agreement and Disclosures, including the section entitled “Electronic Banking Services,” and our Schedule of Fees. However, the terms and conditions of this Agreement, to the extent they conflict with those of the Deposit Agreement, supersede the terms and conditions of the Deposit Agreement, only with respect to the deposits made through the service. Deposits made through other channels continue to be governed by the Deposit Agreement.

Definitions

Unless otherwise noted, the words used in this Agreement have the meanings set forth in the FLAG Credit Union Mobile Banking Agreement, except that the terms “we,” “us,” “our,” “FLAG,” and “Credit Union” refer not only to FLAG Credit Union or our affiliates but also to third parties who assist FLAG in providing the Service (“Third Party Service Providers”). The terms “you” and “your” refer to “Member” as that term is defined in the FLAG Credit Union Mobile Banking Terms and Conditions.

Equipment

To use the Service, you must download the FLAG Credit Union Mobile app for iPhone or Android and have internet access. We do not guarantee that your particular phone or service provider will be compatible with the service. If you have questions, please contact us at 850-488-6781 during normal business hours.

Limitations

When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Service has 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 Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of devices through which you may access the Service.

Except as expressly provided in this Agreement, deposits made through the Service are subject to all limitations and terms set forth in the relevant deposit agreement governing your Deposit Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

Eligible Items for Deposit

You agree to transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, elect to include under the Service. You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use the Service to deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you
- Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), 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 or item is drawn
- Checks or items previously converted to a substitute check, as defined in Reg CC
- Checks or items drawn on a financial institution located outside the United States
- Checks or items that are remotely created checks, as defined in Reg CC
- Checks or items not payable in United States currency
- Checks or items dated more than 6 months prior to the date of deposit
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds
- Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your account
- Checks with Conditional/Restrictive Endorsements
- Checks that have been altered
- Checks drawn on your own account with FLAG
- Temporary and/or Courtesy Checks
- Money Orders

Nothing in this Agreement should be construed as requiring FLAG to accept any check or item for deposit, even if FLAG has accepted that type of check or item previously. Nor shall FLAG be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Agreement.

Security of your Mobile Device and Account Information

You are responsible for (i) maintaining the confidentiality and security of your devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You

agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

Image Quality

The image of a check or item transmitted to FLAG using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

Endorsements and Procedures

Before transmission, you agree to endorse all checks with the following information:
For Deposit Only, your FLAG account number, FLAG Credit Union and sign the check.

You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

Receipt of Checks and Items

We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from FLAG we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

As provided in the relevant deposit agreement governing your account and subject to FLAG's Availability Disclosure, deposits received and accepted before a particular time of the day (the "Cutoff Time") on a Business Day are credited on the same day and deposits received and accepted after the Cutoff Time on a Business Day are credited on the next Business Day. FLAG may establish later Cutoff Times for checks and items deposited via the Service, crediting your account for such checks and items even if received and accepted after the applicable Cutoff Time specified in the relevant deposit account agreement governing your account. In the event that FLAG establishes later Cutoff Times for checks and items deposited via the Service, we reserve the right to change the Cutoff Times at any time as permitted by law. Regardless of whether FLAG establishes later Cutoff Times for checks and items deposited via the Service, you understand and agree that checks and items must be received and accepted by FLAG before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting. See the FAQs for details on Cutoff Time for this Service.

Availability of Funds

We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy for your Deposit Account. For more information, see the FAQs.

Disposal of Transmitted Checks and Items

After a check or item has posted to your account (see the FAQs for more details), you agree to prominently mark the check or item as “Electronically Presented.” *You agree never to represent to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service.* You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to FLAG as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for FLAG’s audit purposes. You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through the Service and have cleared to ensure that such checks and items are not represented for payment and, prior to disposal or destruction, to safeguard such checks and items.

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time.

Presentment

The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in FLAG’s sole discretion as set forth in the relevant deposit account agreement governing your Deposit Account.

Promises You Make to Us; Indemnity

You warrant to FLAG that:

- You will only transmit eligible checks and items that you are entitled to enforce all checks and items will include all signatures required for their negotiation.
- Images will meet FLAG’s image quality standards in effect from time to time.
- You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- You will not deposit or represent the original check or item with FLAG or any other party.
- All information you provide to FLAG is accurate and true, including that all images transmitted to FLAG accurately reflect the front and back of the check or item at the time it was scanned.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You will use the Services only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.
- You agree to indemnify and hold harmless FLAG from any loss for breach of this warranty provision or the terms of this Agreement.

Changes to the Service

We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of an agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

Cancellation by You; Termination or Refusal by Us

You may stop using the Service at any time. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service; (iv) is not in accordance with any other requirement stated in this Agreement or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the Service, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Agreement and the FLAG Mobile Banking Agreement; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to FLAG's business interests; (d) your account is closed, access to your account is restricted for any reason, or if you do not use the Service for a period of time or (e) following initial enrollment. Termination will not affect your liability or obligations under this Agreement, the FLAG Mobile Banking Agreement or any other agreements you have with us for actions we have taken on your behalf.

Ownership and License

You agree that FLAG retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service. You may use the Service only for your own benefit. 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 Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose any other part of the Service, in any manner contrary to the terms of this Agreement, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

Third Party Beneficiary

You agree that our Third Party Service Providers, including Cachet Financial Solutions, may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of liability and that such Third Party Service Providers are, for the purpose of this Agreement, third party beneficiaries to this Agreement with the power to enforce this Agreement.

Liability

WE ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL FLAG OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR

RELATED TO THIS AGREEMENT, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, FLAG'S AND OUR THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Miscellaneous

This Agreement is hereby incorporated by reference into and subject to the provisions of the FLAG Mobile Banking Agreement, including, but not limited to its provisions regarding arbitration, amendment and indemnification. If any portion of this Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Geographic Constraints

You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control.