

USE Credit Union Mobile Deposit



TERMS AND AGREEMENT

Please retain a copy for your records

USE Credit Union's ("USECU's") Mobile Deposit ("Service") enables accountholders ("you", "your") to deposit checks into eligible deposit accounts using suitable mobile electronic devices. Other agreements you have entered into with USECU, including USECU's Online Banking and Account Agreement and Disclosures, are incorporated by this reference and made a part of this Mobile Deposit Terms and Agreement ("Agreement").

- 1. Service.** Mobile Deposit is designed to allow you to deposit checks to savings and checking accounts within a designated membership by using an electronic device to capture and transmit check images to USECU or USECU's designated processor.
- 2. Eligibility.** To enroll and use the Service, you must maintain an active membership with open deposit accounts in good standing and be at least 18 years old. USECU reserves the right to revise eligibility criteria at any time without notice. Further, USECU may change, suspend or discontinue Service at any time.
- 3. Check Requirements.** All transmitted check images must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer including complete and accurate MICR information, date, amount, maker signature and endorsement. Checks must be made payable to an accountholder, must be drawn from a United States ("U.S.") financial institution in U.S. currency and be and may not have been previously presented for payment through any channel. The endorsement should include your signature, and the following restrictive endorsement, "For Mobile Deposit Only – Account # _____" on the back side of the check in the space nearest the trailing edge. The image quality for the check must meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Non-check items such as bonds, checks drawn on foreign institutions, checks made in foreign currency, and drafts are not eligible for the Service.
- 4. Deposit Limits.** Limits may be placed on the dollar amount and/or the number of checks or the number of deposits and are subject to change. The current daily dollar limit is \$5,000 per day. Attempts to make deposits in excess of this limit may be rejected.
- 5. Funds Availability.** Checks transmitted through the Service are not subject to the funds availability requirements of Federal Regulation CC. Provisional credit for deposits made through the Service are generally made available on the business day following the day of deposit, however, funds may be held for longer periods. Funds on hold will show in the account balance and will earn dividends based on account terms but are not available to pay any checks written from the account, make bill payments, or pay other debits against the account. USECU will notify you if funds will be held more than two (2) business days (all days are business days except Saturdays, Sundays, federal holidays and days we are not open). Funds will generally be made available by the seventh (7th) business day following the day of deposit. Deposits received before 3:00 PM Pacific Standard Time (PST) on a business day will be considered deposited on that same day. Deposits received after 3:00 PM PST and deposits not received on a business day will be posted as of the next business day.
- 6. Disposal of Transmitted Checks.** You must securely store each original check for a period of at least thirty (30) days after transmission. During this timeframe, the original check must be accessible. After such period expires, you agree to destroy the original check in such a manner to ensure all information is no longer legible and the item cannot be presented for payment again. You are responsible for any loss caused by a failure to secure the original checks or to properly destroy original items.
- 7. Hardware and Software Requirements.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software. If an application is available for your device, your device meets the hardware and software requirements. Refer to the USECU website at www.usecu.org

for additional information regarding system requirements. USECU is not responsible for any third party hardware, software or services needed to use the Service or any third party fees or costs. Any such hardware, software or service is subject to the terms and conditions of any agreement made with that third party. USECU may provide some support related to the Service, however, the software provider is ultimately solely responsible for any issues concerning the software.

8. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in USECU's sole discretion as allowed by law.
9. **Business Accounts:** The Service is intended for consumer use only. You agree to provide any financial records reasonably requested to determine the financial status during the term of this Agreement. You are personally liable for and guarantee any expenses USECU incurs in relation to processing a check deposit made through the Service to a business account in the event of a default by the business ("Guarantee"). This includes, but is not limited to, recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with USECU's enforcing this Guarantee. This Guarantee shall benefit USECU and its successors and assigns. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening.
10. **Fees.** For information regarding Service fees as well as fees relating to check processing, such as returned deposit items and deposit corrections/adjustments, refer to the Schedule of Fees and Charges. You understand any such fees may be debited from this or related accounts.
11. **Errors and Questions.** You agree to carefully monitor your account and notify USECU of any suspected errors regarding items deposited through the Service, or the Service in general, as soon as reasonable possible at toll-free at (866) 873-4968 or in person at any branch location. You have thirty (30) days after the applicable account statement is provided to notify USECU of any errors, unless another notification timeframe applies based on the transaction. At that time, all transactions identified on that statement shall be deemed correct as allowed by law.
12. **Change in Terms.** Use of the Service constitutes acceptance of the terms and conditions of this Agreement. USECU may add, delete or make changes to the Service at any time. USECU will notify you if the changes adversely affect your usage or as required by law. Use of the Service after such a change indicates acceptance of those changes.
13. **Liabilities and Limitations.** USECU or USECU's designated processor will review all check images submitted for acceptability. USECU has sole and absolute discretion to accept or reject any item for deposit and is not responsible for any images not received. Images may be processed by preparing a "substitute check" (creating a paper copy of the item) or clearing the item as an image. It is your sole responsibility to verify that items deposited through the Service have been received and accepted for deposit. USECU may, but is not required to, notify you of items that are rejected. The Service may, at times, be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider and Internet software. USECU and USECU's service providers are not responsible for technical or other difficulties or any resulting damages that may occur when using the Service. Unexpected interruptions may delay access to the Service, result in a loss of data, loss of personalization settings or other issues.
14. **Termination of the Service.** You may terminate use of this Service at any time by simply uninstalling the related application or software from your electronic device. You remain liable for all transactions performed. USECU may also terminate services at any time without prior notice.
15. **Indemnification.** You agree to indemnify and hold harmless USECU, its directors, officers and employees against any third party lawsuits, claims, demands, causes of action, damages, expenses (including attorney's fees and other legal costs), liabilities and other losses resulting from: misuse of the Service; your wrongful acts or omissions; breach of this Agreement; your negligence or willful misconduct or that of another person acting on your behalf; any fine or sanction imposed on USECU by any clearing house or governmental agency in connection with the Service; action by a third party that interfere with the Service; any loss or corruption of data transferred in connection with the Service; or any claim relating to a loss due to the receipt of a substitute check instead of the original check.

16. **Accountholder's Representations.** You make the following warranties and representations with respect to each image of an original check transmitted through the Service.
- a) Each image of a check transmitted 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.
 - b) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
 - c) If a check is made payable jointly to multiple accountholders, all payees will properly endorse the check.
 - d) You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
 - e) Other than the digital image of an original check submitted through the Service, there are no other duplicate images of the original check.
 - f) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
 - g) All original checks will be stored and destroyed in accordance with this Agreement. No original check will be submitted for payment if transmitted through this Service.
 - h) Files and images transmitted will not contain viruses or any other disabling features that may have an adverse impact on USECU's network, data, or related systems.
 - i) You will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.
 - j) You will use this Service for lawful purposes and in compliance with all applicable laws, rules and regulations.
17. **Warranties.** YOU AGREE USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USECU DISCLAIMS 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. USECU MAKES NO WARRANTY THAT THE SERVICES (i) SHALL MEET YOUR REQUIREMENTS, (ii) SHALL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE SHALL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY SHALL BE CORRECTED. YOU AGREE THAT USECU SHALL 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 SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF USECU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.
18. **Governing Law.** This Agreement shall be governed by the laws of the State of California. You also agree to submit to the jurisdiction of the courts of the State of California.
19. **Unacceptable Deposits.** You understand and agree you are not permitted to deposit the following items using the Service:
- Any item drawn on my USECU account
 - Any item that is stamped with a "non-negotiable" watermark
 - Any item that contains evidence of alteration to the information on the check
 - Any item not issued in U.S. dollars or drawn on a U.S. financial institution
 - Any item that is incomplete
 - Any item that is dated in the future, expired (based on a notation on the check) or dated more than six (6) months in the past

- Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party
 - Savings bonds
20. **Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.
 21. **Relationship.** This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.
 22. **Assignment and Enforceability.** You may not assign this Agreement. If any provision of this Agreement is deemed unenforceable or invalid, then all other provisions shall remain valid and enforceable.
 23. **Force Majure.** USECU is not liable for any delay or failure to act if such a delay in inaction is caused by legal constraint, interruption of transmission or communications, equipment failure, natural disaster, war, emergency conditions or other conditions beyond USECU's control.
 24. **Headings.** The titles and headers used in this Agreement are for convenience only and will not be used to construe or interpret any provisions of this Agreement.
 25. **Conflicting Terms.** In the event that terms of this Agreement conflict with any other agreement or disclosure, the terms of this Agreement shall govern the Service.