



Mobile Check Deposit Agreement

Thank you for using the University Credit Union (“Credit Union”) Mobile Check Deposit Service (“Service”). The Service is designed to allow you to make deposits remotely, by photographing checks and delivering the images and deposit information to the Credit Union or the Credit Union’s processor. The Credit Union offers their members Mobile Check Deposit via smart phones. In order to use this Service, you must obtain and maintain, at your expense, compatible mobile devices and applications. We are not responsible for the functionality or maintenance of any third party hardware or software you may need to use the Service. Data rates may apply.

In Case of Questions: Please call us at 310-477-6628 or visit www.UCU.org.

TERMS AND CONDITIONS

For purposes of this agreement, the words “you”, “your” and “yours” as used in this Agreement means anyone who have agreed to the terms of this Agreement. The words “we”, “us” and “our” refer to Credit Union.

By participating in the Service, you are agreeing to the terms and conditions presented here, in addition to any terms and conditions to which you have previously agreed with respect to your Credit Union account agreement, *Membership and Accounts Agreement*, and the underlying online banking services of which this Service is a part. In the event any provision in any such account agreements conflict with any provision in this Agreement, the parties agree that this Agreement shall control. The Credit Union in its discretion may modify these Terms and Conditions from time to time without notice or as otherwise provided by law. Continued use of the Service will constitute acceptance of any new or amended Terms and Conditions. Please read this Agreement carefully.

Limitations of Services: We reserve the right to determine your eligibility for the Service. We reserve the right to change the qualification requirements 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.

Fees: There is no fee for the Service; however, you are responsible for any and all charges imposed by your communications service provider. Data rates may apply.

Eligible items: You agree to scan and deposit only checks as that term is defined in Federal Reserve Board’s Regulation CC – Expedited Funds Availability Act (“Reg CC”). You agree that the image of the check transmitted to the Credit Union shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code.

Ineligible items: You agree that you will **not** use the Service to scan and deposit any checks or other items as shown below:

- a. Checks or items originally payable to any person or entity other than you
- b. Checks or items containing obvious alteration to any of the fields on the front of the check or item, 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
- c. Checks or items containing restrictive endorsements
- d. Checks or items dated more than six months prior to the date of deposit
- e. Checks or items previously converted to a substitute check, as defined in Reg CC
- f. Checks or items that are remotely created checks, as defined in Reg CC
- g. Checks or items drawn on a financial institution located outside the United States
- h. Checks or items not payable in United States currency
- i. Checks or items drawn or otherwise issued by you or any other party on any of your University Credit Union accounts
- j. Consumer loans, credit card, and mortgage payments

- k. IRA and Share Certificate deposits
- l. Money orders and travelers checks
- m. Starter or counter checks
- n. Gift Cheques
- o. Savings bonds
- p. State-issued registered warrants
- q. Checks from another financial institution to a closed account
- r. Checks or items prohibited by the Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account

Image Quality: The image of an item transmitted to the Credit Union using the Service must be legible and meet image quality standards established from time to time by the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. Items transmitted by you that do not meet the image quality standards will be rejected. You warrant that each image of a check transmitted 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.

Endorsements and Procedures: You agree to restrictively endorse any item transmitted through the Services as "For E-Deposit only, UCU account # " or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Service as the Credit Union may establish from time to time. You warrant that you will not deposit or otherwise endorse to a third party the original item (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. You further warrant that you are authorized to enforce each item transmitted or you are an authorized person to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

Receipt of Items: We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. You agree that all items received by the credit union are subject to review and approval before crediting your account. You agree the Credit Union may notify you electronically of a rejected item or deposit adjustment.

You agree that transmitting of checks does not constitute receipt by the Credit Union. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Credit Union that we have received the image.

Further, you agree that acknowledgement of receipt or delivery does not constitute an acknowledgement by the Credit Union that the transmission was error free or complete, or the image quality is sufficient for processing, or the item has been credited to your account (such as when an item exceeds the deposit limits or is otherwise subject to review and approval before crediting your account). In these instances, your deposit may be delayed or rejected.

Funds Availability: Funds from items deposited through Mobile Check Deposit will be available according to the Credit Union's Funds Availability disclosure, as stated in our *Membership and Accounts Agreement* as amended from time to time.

For purposes of determining the availability of funds, your deposits via Mobile Check Deposit are deemed to be received by the Credit Union at the time the system provides a confirmation that we have received the image. Every day is a business day, except Saturdays, Sundays, and federal holidays. If we receive your Mobile Check Deposit before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Retention and Disposal of Transmitted Items: Upon confirmation from the Credit Union that we have received the image of an item, attach a note to the original check indicating it has been presented for deposit and store it in a safe place. You agree to protect original checks from security risks, such as theft, unauthorized use of information from the checks, and re-presentment. We recommend you retain the original item for 90 days. You agree to promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Credit Union as

requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Credit Union's audit purposes. You agree to properly dispose of the item after 90 days. You agree to never represent an item.

Deposit Limits: We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. Items presented that exceed these limits will not automatically post to your account and are subject to review and approval before your account is credited. These deposits may be rejected. In such case, we will notify you.

Credit Union Liability: A downloadable application (Software) is available for Credit Union's Mobile Check Deposit. Use of the Software is secure and requires log in authentication. The Service and/or Software may not be available at any time for any reason outside of the reasonable control of the Credit Union or any service provider. Delivery and receipt of deposit transactions through the Service may be delayed or impacted by factors pertaining to your phone carriers, other parties, or because of other reasons outside our control.

You are responsible for understanding the operation and maintenance of your equipment. The Credit Union is not responsible for any errors or failures related to your equipment or for the cost of upgrading your equipment in order to utilize the Service.

We will not be liable for any losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Service, or for the timeliness, deletion, or failure to store any user data, communications or personalization settings.

Computers and smartphones with Internet capabilities are susceptible to viruses. It is your responsibility to ensure that your equipment is protected against and free from viruses, worms, Trojan horses, and any other harmful components which could result in damage to programs, files, phones, or interception of information by a third party. The Credit Union is not responsible for any indirect, special, or consequential damages that may result from harmful hardware or software components on equipment.

We shall not be responsible for any other loss or damage caused by the Service or Software. Nor shall we be responsible for any direct, indirect or consequential damages arising from the use or maintenance of the Service or Software. The Service and Software is provided "as is" without any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of fitness for a particular purpose, warranties of merchantability, or warranties against infringement.

We make no representation that content or use of Mobile Check Deposit is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk. The Service is provided for your convenience. Acknowledgement of receipt does not replace your account statements, which are the official record of your accounts.

Electronic Funds Transfers:

Business Days: For purposes of these Electronic Funds Transfers disclosures, our business days are Monday through Friday, excluding federal holidays.

Transfer Types: With Mobile Check Deposit you can make deposits to your Credit Union share savings, share draft checking, and money market shares.

Transaction Limits: We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. Items presented that exceed these limits will not automatically post to your account and are subject to review and approval before your account is credited. These deposits may be rejected. In such case, we will notify you.

Confidentiality: We will disclose information to third parties about your accounts or the transfers you make only when one of the following conditions exist:

- When necessary to complete a transaction requested by you;
- In order to verify the existence and status of your account(s), such as for a retail merchant or credit reporting agency;

- In order to comply with government agencies or court orders; or
- You give us written permission.

Transaction Confirmation and Documentation: You will receive a confirmation message after a transaction is successfully received and processed using the Software. The Service provided is for your convenience and does not replace your account statements, which are the official record of your accounts. You will receive a monthly account statement, unless there are no transfers in a particular month. In any case, you will receive an account statement at least quarterly.

Errors or Discrepancies: Notify Credit Union at 310-477-6628 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any losses.

Restrictions on Use: 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 have handled the original items in accordance with applicable laws, rules and regulations. Further, you agree that you will not use, or authorize the use of, the Service and Software for any illegal, fraudulent, unauthorized or improper manner or purpose as determined by applicable laws, rules and regulations. You agree that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized users. You agree to indemnify and hold the Credit Union harmless from any lawsuits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

You agree that 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 of Service; or (iii) interfere, or attempt to interfere, with the technology of Service, or (iv) access any Software or Service for which your use has not been authorized; or (v) use or attempt to use a third party's account; or (vi) interfere with other members' Service or Software, or otherwise abuse the Service or Software.

The Credit Union and its affiliates and service providers also reserve the right to monitor use of the Service and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

We reserve the right to cancel your Mobile Check Deposit in whole or in part, at any time with or without cause and without prior written notice. We also reserve the right to temporarily suspend Mobile Check Deposit access in situations deemed appropriate by us, at our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. Cancellation of Mobile Check Deposit does not affect your obligations under this Agreement for transactions that have been or will be processed on your behalf.

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by a Credit Union officer. No delay or omission on the part of the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.