

## **Education First Federal Credit Union Mobile Remote Deposit User Agreement**

The Mobile Remote Deposit capture services (“Services”) are designed to allow you to make deposits to your checking account(s) from home or other remote locations by scanning checks and delivering the images and associated deposit information to the Credit Union or its designated processor.

### **Acceptance of Terms**

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Education First FCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

### **Limitations of Services**

When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have 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 Services, in whole or in part, immediately and at any time without prior notice to you.

### **Hardware and Software**

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. Education First FCU is not responsible for any third party software you may need to use the Services. 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 the time of download and installation.

### **Endorsements and Procedures**

You agree to restrictively endorse any item transmitted through the Services as “For Mobile Deposit Only, (Credit Union name) account #\_\_\_\_” or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as the Credit Union may establish from time to time. Endorsements must be made on the back

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of the check(s) within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Credit Union account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check(s) into a Credit Union account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Credit Union account using the Services.

### **Check requirement (including image quality)**

The image of an item transmitted to the Credit Union using the Services must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check). All Checks should be written in blue or black ink and have a watermark on the back.

### **Ineligible items**

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration 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 is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks previously converted to a substitute check, as defined in Reg. CC
- Checks drawn on a financial institution located outside the United States
- Checks that are remotely created checks, as defined in Reg. CC
- Checks not payable in United States currency
- Checks dated more than 6 months prior to the date of deposit

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- Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account
- Checks payable on sight or payable through Drafts, as defined in Reg. CC
- Checks with any endorsement on the back other than that specified in this agreement
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution
- Checks that are prohibited by the Credit Union's current Membership Agreement with you
- Checks that are in violation of any federal or state law, rule, or regulation

### **Receipt of Items**

We reserve the right to reject any item transmitted through the Services, at our discretion. 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. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

### **Availability of Funds**

You agree that items transmitted using the Services are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Services is received and accepted before 2:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in three business days from the day of deposit. Education First FCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and other factors at the Credit Union's discretion which deems relevant.

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### **Unpaid checks**

You are solely responsible for verifying that Checks that you deposit by using the Services have been received and accepted for deposit by the Credit Union. Education First FCU will provide you with notices of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Credit Union credits your account for a Check that is subsequently dishonored and returned, you authorize the Credit Union to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Credit Union in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely or whether there is any claim or defense that the Check was improperly returned.

You understand and agree that since the original Check is your property, it will not be returned and the Credit Union may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You may not use the Services to deposit a substitute check and you may not deposit the original Check through the Services or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

### **Disposal of Transmitted Items**

Upon your receipt of a confirmation from the Credit Union that we have received an image that you have transmitted. You agree to securely store the original Check for at least 30 calendar days from the date of the image transmission. During the time that the retained Check is available, you agree to promptly provide it to the Credit Union upon request. Should you fail to produce the original check, you authorize us to deduct that amount from your account. Promptly after the 30 day retention period expires, you agree to destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction.

### **Deposit Limits**

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit more than these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other

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times. The current daily dollar limit is \$5,000.00 per business day with a maximum dollar limit per item of \$5,000.00. We reserve the right to change these limits at any time without prior notice to you.

### **Errors**

You agree to notify the Credit Union promptly of any suspected errors, omissions or discrepancies regarding items deposited through the Services. If you do not notify the Credit Union within 30 days, after the applicable Credit Union account statement is sent to you, such statement regarding all deposits made through the Services shall be deemed correct. Subject to applicable law, any failure by you to notify the Credit Union of any error, omission or other discrepancy in accordance with this Agreement and your Credit Union Account Agreement shall relieve the Credit Union of any liability for such error, omission or discrepancy.

### **Errors in Transmission**

By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. Education First FCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

### **User Warranties and Indemnification**

- You will only transmit eligible items
- You will not transmit duplicate items
- You will not re-deposit or re-present the original item
- All information you provide to the Credit Union is accurate and true
- You will comply with this Agreement and all applicable rules, laws and regulations
- You are not aware of any factor which may impair the collectability of the item
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware
- You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision

### **Termination**

We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner

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inconsistent with the terms of your Credit Union Services Agreement or any other agreement with us.

### **Ownership and License**

You agree that the Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminated your right of the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Credit Union's business interest, or (iii) to the Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services 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 used to provide the Services.

### **Disclaimer of Warranties**

You agree your use of the Services 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 Services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the Services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the Services will be accurate or reliable, and (iv) any errors in the Services or technology will be corrected.

### **Limitation of Liability**

You agree that we will 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 services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Education First FCU has been informed of the possibility thereof.