

# **Mobile Remote Deposit Capture Terms & Conditions**

## **Estacado Federal Credit Union**

Revised 10/01/20

Mobile Remote Deposit Capture (referred to throughout as “RDC”) is designed to allow you to make deposits of checks (“original checks”) to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information (“images”) to us or our processor with your mobile device.

Please take a few minutes to read this Mobile Remote Deposit Capture Terms & Conditions (referred to throughout as the “Agreement”). Any reference to Estacado Federal Credit Union in this Agreement includes any directors, officers, employees, contractors, service providers, agents or licensees of Estacado Federal Credit Union. As used in this Agreement, the words “you” and “your” refer to you as the user of the RDC; the words “EFCU”, “we”, “us”, “our” and any other variation thereof refer to Estacado FCU Credit Union. When you are ready, click the “I Agree to accept these terms and conditions” button to start enjoying the convenience of RDC.

### **Acceptance of Terms**

This Agreement sets out the terms and conditions (the "Terms") on which our service provider and EFCU will provide. You may use RDC as part of a legally binding agreement between you and EFCU. When you click on the “I Agree to accept the terms and conditions” button, you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. If you do not agree to all of the Terms, do not accept the Terms. If you do not accept and agree to all of the Terms, you will not be entitled to use the RDC. EFCU reserves the right to change the Terms under which the RDC is offered in its sole discretion at any time; however, EFCU will notify you of any material change to the Terms. In most cases, you will receive the notice on-line the next time you log in; however, EFCU reserves the right to notify you by e-mail or by conventional mail, in its discretion. You agree that if you continue to use RDC after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use RDC. You can review and print the most current version of this Agreement at [www.estacadofcu.com/disclosures.html](http://www.estacadofcu.com/disclosures.html). If you do not agree to the changes, or if at any time you wish to discontinue your use of RDC, you can unsubscribe by contacting EFCU. Once your account with EFCU has terminated for any reason, you will have no further right or access to use RDC.

## **Eligible Items**

You agree to scan and deposit checks only (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use RDC to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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.

## **Requirements**

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and “for mobile deposit only”. Checks that are not endorsed as specified will be rejected by EFCU. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is made payable to you and your joint owner, both of you must endorse the check. If the check is payable to you or your joint owner, either of you can endorse it.

## **Receipt of Deposit**

All images processed for deposit through RDC will be treated as “deposits” under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. When we receive an image, we will confirm receipt via e-mail to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

We reserve the right, at our sole and absolute discretion, to reject any image for deposit into your account. We will notify you of rejected images.

### **Original Checks**

After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

You agree that you will never re-present the original check. You understand that you are responsible if you represent an original check that has already been paid.

### **Business Day and Availability Disclosure**

Our business days are Monday through Friday, except holidays. Any deposits received after 2:00 p.m. Mountain Standard Time on Monday through Friday will be processed the next business day. Digital images received after 2:00 p.m. Mountain Standard Time on Friday, all day Saturday and Sunday are processed on Monday.

### **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 in excess of 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 times.

### **Transactions Limitations of the Service**

- One check may be deposited at a time using the Service.
- A maximum of \$5,000 per check applies to the Service.
- The total check amount per day is \$5,000.
- Higher limits may apply for qualified members.

### **Unacceptable Checks for Deposit Using the Service**

- Third-party checks.
- Checks written for over \$5,000.
- Checks with qualified or conditional endorsements (for example: "Payable to Estacado Federal Credit Union without recourse").

- Checks not signed by payee
- Checks payable to more than one individual where all parties are not signers on the account may not be deposited using the service (this includes government checks).
- Any item stamped “non-negotiable”.
- Bonds.
- Any item issued by a financial institution in a foreign country or in foreign currency.
- Any item that is “stale dated” or “post dated”
- Any item that is incomplete.
- Any item that contains evidence of alternation to the information on the Check.

### **Returned Deposits**

Any credit to your account for checks deposited using RDC is provisional. If original checks deposited through RDC are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

### **Your Warranties**

You make the following warranties and representations with respect to each image:

- Each image 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.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.

- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

### **Compliance with Law**

You will use RDC 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.

### **Mobile Remote Deposit Capture Unavailability**

RDC may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that RDC is unavailable, you may deposit original checks at our branches or through our enabled ATMs.

### **Funds Availability**

For purposes of funds availability, deposits made through RDC are considered deposited at an ATM of this financial institution. Deposits confirmed as received before close of business on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after close of business, and deposits confirmed received on holidays or days that are not business days will be credited to your account within 24 hours of the following business day. Funds will be available as described in our Funds Availability Disclosure.

### **Mobile Remote Deposit Capture Security**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone or written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

### **Accountholder's Indemnification Obligation**

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, cost, and expenses, including reasonable attorney's fees and expenses arising from your use of RDC and/or breach of this Agreement.

DISCLAIMER OF WARRANTIES: YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING 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 ANY REMOTE BANKING 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 WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE 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 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 ANY REMOTE BANKING SERVICE, 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, EXCEPT AS OTHERWISE REQUIRED BY LAW.

### **Financial Information**

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.