



## Community Financial Credit Union Mobile Deposit Agreement

Revised 5/15/2019

### Mobile Deposit Capture Service

Mobile Deposit or Remote Deposit Capture (RDC) "Service" allows you to use the camera on your mobile device to take a picture of a check and deposit it into your account at Community Financial. The features of this Service are subject to change from time to time. We reserve the right, in our sole discretion, to add Services, eliminate Services, or otherwise modify the terms or features of any Service. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

### Limitations of Service

When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. This Service has qualification requirements, and we reserve the right to change the qualifications at any time without notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or to terminate your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

### Eligible Community Financial Accounts

You may use the Service to deposit into any credit union checking, money market, savings, credit card and/or eligible loan accounts. Retirement, mortgages, certificate, and health savings accounts are not eligible. Your accounts must be in good standing and you must be the owner or joint owner of record of the account into which you attempt to make a deposit. We reserve the right to restrict access to your accounts at any time without prior notice.

### Ineligible Items (Items which may not be deposited through the Service)

You agree to image and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the image of the check transmitted to Community Financial shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not image and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person other than you or Community Financial Credit Union

- Checks made payable to persons or entities other than you, your business or Community Financial Credit Union on business accounts
- Checks that have been altered in any way, 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
- Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees
- Checks previously converted to a substitute check, as defined in Reg. CC
- Checks previously returned not payable as a result of insufficient funds, stop payment, or other related reasons
- Savings Bonds
- 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
- Checks that are postdated for after the date of deposit
- Checks or items prohibited by Community Financial current procedures relating to the Service or which are otherwise not acceptable under the terms of your credit union account. Please contact us for current information concerning which items fall within this category.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC
- Checks that have previously been submitted through the Service or through a remote deposit capture Service offered at any other financial institution or that have otherwise been deposited with Community Financial or any other financial institution, including checks that have been returned unpaid.

### **Endorsements and Procedures**

You agree to endorse each check transmitted through the Service with your signature and/or business as it appears on the check and the endorsement "**For Mobile Deposit Only, CFCU Acct #**" You also agree to follow all other procedures and instructions for use of the Service as Community Financial may establish from time to time.

### **Receipt of Items**

We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive, such as an image that is dropped during transmission. **Submission does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account.** We reserve the right to charge back to your account at any time any item that was subsequently returned to us or that we subsequently determine was an ineligible 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 understand and agree that items transmitted using the Service are not subject to the funds availability requirements of Reg. CC or our Funds Availability Policy as it applies to items you deposit in person. The following availability limits apply to the Service:

**Accounts less than 30 days old may not have access to funds deposited through this Service for seven (7) business days. Accounts that are more than 30 days old may have \$500 immediate availability from their deposit. After the first \$500, funds deposited using the Service will generally be made available in three (3) business days from the day of deposit.**

**Credit Card and Home Equity Lines of Credit deposit amounts will be credited to your loan but will not be reflected in your available credit balance for two (2) business days.**

Community Financial 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 such other factors as Community Financial, in its sole discretion, deems relevant. For the purposes of this Addendum, a business day is Monday through Friday, excluding all holidays observed by the Federal Reserve System.

In some cases, we may not make funds deposited using the Service available in accordance with this general policy. Should this occur a communication will be sent to you informing you as to when your funds will be available. In the event we receive an item you transmit through the Service where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases, we will notify you of this action.

## **Disposal of Transmitted Items**

You agree to retain the original copy of each check that you transmit through this Service for at least sixty (60) calendar days from the date of the image transmission. After that 60-day period, you agree to destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to promptly provide it to Community Financial upon request and agree that we may retain it or present it through the banking system for payment (if not previously paid) if we so desire. We will give you a receipt for any check we choose not to return to you.

## **Deposit Limits**

We may establish limits on the dollar amount and/or number of items or deposits that you may transmit using the Service, and may modify those limits 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 that deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times. **You can view your limits within the credit union's Mobile Banking application.**

## **Presentment**

The manner in which any item transmitted through the Service is cleared, presented for payment, and collected shall be in Community Financial's sole discretion, subject to the account agreement governing your account in which the item is deposited.

## **Errors**

You agree to notify the credit union of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable Community Financial account statement is sent. Unless you notify Community Financial within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Community Financial for such alleged error. By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Community Financial bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

## **Image Quality**

The image of an item transmitted to Community Financial using the Service must be legible, as determined in the sole discretion of the credit union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Community Financial, the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearinghouse or item processing association.

## **Your Promises and Indemnification**

- You promise to Community Financial that:
- You will not transmit any ineligible items.
- You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of the check transmitted to Community Financial is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.
- You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate.
- You will not deposit or present the original item again once you have successfully deposited it through Mobile Deposit.
- You agree that in the event that a check is returned due to non-sufficient funds, fraud or is an ineligible item, you are responsible for any negative balance, past due payment, interest accrued and/or fees accessed as a result.
- You agree to bring the account current as soon as you are made aware of any deposit errors.
- All information you provide to Community Financial is accurate and true.
- You will comply with this Addendum and all applicable rules, laws and regulations in using this Service.

You agree to indemnify and hold Community Financial harmless from any loss resulting from your breach of these promises.

#### **Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions or poor quality transmissions, and in the resolution of claims related to items transmitted through the Service, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

Any Mobile Deposit questions, errors, or fraud concerns should be made to Community Financial Credit Union at (877) 937-2328.

Federally insured by NCUA

Equal Housing Lender - NMLS Number: 440274