

# FCCU Mobile Check Deposit User Agreement

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This Agreement contains the terms and conditions for the use of Fort Community Credit Union's ("FCCU", "us," or "we") Mobile Check Deposit and/or other remote deposit capture services that we or our affiliates may provide to you ("you," or "User"). Other agreements you have entered into with FCCU, including the Membership & Account Agreement, Electronic Funds Transfer Agreement and other Disclosures governing your FCCU account, are incorporated by reference and made a part of this Agreement.

**1. Service.** The mobile check deposit service ("Service") is designed to allow you to make deposits to your checking or savings accounts or make loan payments from your smart phone by taking a picture of the check(s) and delivering the images and associated deposit information to FCCU or FCCU's designated processor. There is currently no charge for the Service.

**2. Acceptance of these Terms.** Your use of the Service constitutes your acceptance of this Agreement. We may add new terms and conditions and we may delete or amend existing terms and conditions at any time. We will send you notice of the change, but we may make the change at any time. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, FCCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Services will indicate your acceptance of any such changes to the Service.

**3. Endorsements and Procedures.** You agree to *properly endorse* any item transmitted through the Service with *your signature* and the text "**For Mobile Deposit at FCCU**". You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

**4. 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. 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, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

**5. Eligible Item.** You agree to deposit only checks as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check transmitted to FCCU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Wisconsin. Each check will require a separate transaction via Mobile Deposit.

**6. Unacceptable Items for Deposit:** You agree that you will not use the Service to deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you.
- b. Any check or items drawn on your account that you are depositing to that same account.
- c. Checks or items containing evidence of 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.
- d. Checks or items previously converted to a substitute check, as defined in Reg CC
- e. Checks or items drawn on a financial institution located outside the U.S.
- f. Checks or items that are remotely created checks, as defined in Reg CC.
- g. Checks or items not payable in United States currency.
- h. Any check that is "stale dated", expired or "postdated", or is dated more than 6 months prior to the date of deposit.

- i. Any check that is "non-negotiable" (whether stamped in print or as a watermark).
- j. Any check that is incomplete
- k. US Savings Bonds
- l. Any check on which a stop payment order has been issued or to which there are insufficient funds.

**7. Image Quality.** The image of an item transmitted to FCCU using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

**8. 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 or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from FCCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

**9. Availability of Funds.** You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Service will be subject to a five-business day hold. FCCU 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 FCCU, in its sole discretion, deems relevant.

**10. Disposal of Transmitted Items.** Upon your receipt of a confirmation from FCCU that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID". You agree to securely store each original check that you deposit using Mobile Deposit for a period of at least 15 days after transmission to FCCU. After 15 days have passed since you transmitted the original check, you will properly dispose of the item to ensure that it is not represented for payment. You agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to FCCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for FCCU's audit purposes.

**11. 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. The total daily dollar limit is \$2,000. The total monthly dollar limit is \$10,000. Please contact member services at (920)563-7305 if you would like to request to have your individual limits raised.

**12. Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by FCCU from time to time. FCCU is not responsible for any third-party software you may need to use the Service. 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 time of download and installation.

**13. Errors.** You agree to notify FCCU of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable FCCU account statement is sent. Unless you notify FCCU within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against FCCU for such alleged error.

**14. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in FCCU's sole discretion subject to the Membership & Account Agreement and Disclosures governing your account.

**15. Ownership & License.** You agree that FCCU retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service 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 terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to FCCU's business interest, or (iii) to FCCU's actual or potential economic disadvantage in any aspect. 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 Service.

**16. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE 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 THE 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 THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**17. 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 FCCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**18. User warranties and indemnification.** You warrant to FCCU that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to FCCU is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless FCCU from any loss for breach of this warranty provision.

**19. Other terms.** You may not assign this Agreement. This Agreement is entered into in Fort Atkinson, Wisconsin, and shall be governed by the laws of the State of Wisconsin and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.