



## MOBILE DEPOSIT USER AGREEMENT

This Mobile Deposit Agreement (“Agreement”) contains the terms and conditions for the use of America’s Credit Union, a Federal Credit Union, (“ACU,” “us,” or “we”) for mobile remote deposits services we may provide to you (“you,” “your,” or “User”). By using Mobile Deposit Services, you accept all the terms and conditions of this Agreement. Please read it carefully. Other agreements you have entered into with ACU, including the Membership and Account Agreement governing your ACU account, are incorporated by reference and made a part of this Agreement.

### 1. Services

The mobile deposit services (“Services”) are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning original checks and delivering the images and associated deposit information to ACU or our designated processor with your Mobile Device. Currently there is no charge for the Services.

### 2. Acceptance of these 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 or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, ACU 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.

### 3. Limitations of Service

When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website 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, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

### 4. Hardware and Software

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by ACU from time to time. See [www.youracu.org](http://www.youracu.org), click on Online Services at the bottom of the page, for current hardware and software specifications. ACU is not responsible for any third party software you may need to use the Services, including but not limited to costs and expenses related to mobile devices, data plans and text charges. 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.

### 5. Eligible items.

You agree to scan deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). Checks you scan deposit, that are issued and drawn by you, may incur a fee if returned for nonpayment. (Refer to the Rate and Fee Schedule for the fee amount.) When the image of the check transmitted to ACU is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will *not* scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- a. Checks or items payable to any person or entity other than you.
- b. Checks payable jointly, unless deposited into an account in the name of all payees.
- c. 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.
- d. Checks previously converted to a substitute check, as defined in Reg. CC.

- e. Checks not payable in United States currency.
- f. Checks drawn on a financial institution located outside the United States.
- g. Checks dated more than 6 months prior to the date of deposit.
- h. Checks that are remotely created checks, as defined in Reg. CC.
- i. Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- j. Checks that have previously been submitted through the Service or through a remote deposit service offered at any other financial institution.
- k. Checks with any endorsement on the back other than that specified in this agreement.
- l. Checks or items prohibited by ACU's current procedures relating to the Services or which are otherwise not acceptable under the terms of your ACU account.

#### **6. Endorsement and Procedures**

You agree to endorse any item transmitted through the Services by signing the back of the check or as otherwise instructed by ACU. You agree to follow any and all other procedures and instructions for use of the Services as ACU may establish from time to time.

#### **7. Image Quality**

The image of an item transmitted to ACU using the Services must be legible, as determined by and in the sole discretion of ACU. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by ACU, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

#### **8. Receipt of Items**

We reserve the right to reject any item transmitted through the Services, 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 ACU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. 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 ACU is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

#### **9. 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 Service is received and accepted before 7:00 p.m. Pacific Time on a business day we are open, we will consider that 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 by 9:00 a.m. on the second business day from the day of deposit. ACU 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 that ACU, in its sole discretion, deems relevant.

#### **10. Business Days**

For purposes of these disclosures, our business days are Monday through Friday, excluding federal holidays.

#### **11. Disposal of Transmitted Items**

Upon your receipt of a confirmation from ACU that we have received an image of an item that you have transmitted, you agree to retain the item until the item deposit appears on your ACU account statement. After the item appears on your statement, you agree to prominently mark the item as "VOID" and to properly dispose of the item to ensure that it is not re-presented for payment and you agree never to re-present the item. During the time the item is available, you agree to promptly provide it to ACU upon request to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for ACU's audit purposes.

#### **12. Deposit Limits**

The daily dollar amount is \$5,000 per business day for all items. The maximum amount per item is \$5,000. We reserve the right to modify the deposit amount limits from time to time and impose limits on the number of deposits you make using the Services.

#### **13. Errors**

You agree to notify ACU of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable ACU account statement is sent. Unless you notify ACU within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against ACU for such alleged error. In case of errors or questions about your deposit/s telephone us at 253.964.3113 or toll free, 1.866.YOUR1CU (968.7128) during regular hours or write us at America's Credit Union, PO Box 5060, DuPont, WA 98327, or contact us electronically by sending an email message through the Online Banking Service [www.youracu.org](http://www.youracu.org), as soon as you can, if you think your statement or deposit/s is wrong or if you need more information about a deposit on the statement.

#### **14. Presentment**

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

#### **15. Ownership and License**

You agree that ACU 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 terminates your right to use 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 ACU's business interest, or (iii) to ACU'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.

#### **16. 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 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 ACU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

#### **18. User Warranties and Indemnification**

You warrant to ACU that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or re-present the original item.
- e. ACU will not sustain a loss from a scanned image you have deposited.
- f. All information you provide to ACU is accurate and true.
- g. You will comply with this Agreement and all applicable rules, laws and regulations.

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

#### **19. Other Terms**

You may not assign this Agreement. This Agreement is entered into in Lewis McChord, Washington, and shall be governed by the laws of the State of Washington and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of the Agreement unenforceable or invalid.