

## Mobile Check Deposit

Welcome to *Mobile Check Deposit*, an electronic check deposit solution that frees up your time and improves your financial life. You are just minutes away from enjoying the convenience of depositing a check just by snapping a picture on your smartphone or camera-enabled tablet, no matter where you are. With the same security and protection as Online Banking, you can enjoy the convenience of making check deposits from anywhere!

Before you get started, we ask that you take a few minutes and read the important User Agreement below. We look forward to your using Mobile Check Deposit and would appreciate your feedback. You can send your comments, questions, and success stories to us by using this link: <https://www.tdecu.org/Forms/ContactUs.aspx>

### User Agreement

(as of 08/15/18)

When we use the terms "TDECU, "us", or "we", this means **Texas Dow Employees Credit Union** or its affiliates. When we use the terms "you", "your", or "user", we mean you and/or any other user authorized by you. "Services" means "Mobile Check Deposit Services".

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of the TDECU Mobile Check Deposit and/or other remote deposit capture services that TDECU may provide to you. Any other Account(s) agreements you have entered into with TDECU are incorporated by reference and made a part of this Agreement. This means that you have to abide by the terms and conditions of your accounts at TDECU as well as this agreement.

**Services.** The Services are designed to allow you to make deposits to your eligible checking, savings, or money market checking accounts from home or other remote locations by capturing an electronic image of a check and delivering said image and associated deposit information to TDECU or TDECU's designated processor.

**Acceptance of these Terms.** When you use the Services that means you accept this Agreement. This Agreement may change from time to time. If that happens, we will notify you of any material change via e-mail or on our website by providing a link to the revised Agreement or by an online secure message. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, TDECU 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 Service.** The Service is provided to you through various technologies, including those used on your tablet or smartphone. When using the Services, you may experience technical or other difficulties. We'll help you with technology as much as possible, but we cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. You must meet the qualification requirements for use of the Services, and we reserve the right to change the qualifications at any time without prior notice. We also 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.

**Hardware and Software.** You need the appropriate hardware and software to use the Services. That means you must obtain and maintain, at your expense, compatible hardware and software as specified by TDECU. TDECU is not responsible for any third party software or hardware you may need to use the Services. Any such software or hardware is accepted by you as is and is subject to the terms and conditions of the agreement you enter into directly with the third party provider.

**Fees.** A fee may be charged for the Service. If we do charge a fee, you are responsible for paying those fees for the use of the Service. TDECU may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize TDECU to deduct any such fees from any TDECU account in your name. The fees (if applicable) are published in the TDECU Schedule of Fees as part of your account agreement.

**Eligible items.** We are required by law to tell you what checks you can deposit using the Service. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC (Reg CC). When the image of the check transmitted to TDECU 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.

What this means is that some items are ineligible for deposit. We've compiled a list of those below. When in doubt about a check, call our **Member Care** at **800-839-1154** before using the Service.

You agree that you will not scan and deposit any of the following types of checks or other items which are considered 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 Federal Reserve Board Regulation CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Federal Reserve Board Regulation CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by TDECU's current procedures relating to the Services or which are otherwise not acceptable under the terms of your TDECU account.
- Checks payable on sight or payable through Drafts, as defined in Federal Reserve Board Regulation 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 an electronic deposit delivery system offered at any other financial institution and/ or TDECU. (E.g. Mobile, Branch, ATM, Consumer, Merchant and automated clearing house (ACH) check conversions.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
- Checks that are drawn on or produced from any of your TDECU account(s), written to yourself, and authorized by yourself for deposit to your own account.
- If an item is dishonored, you will receive an image of the original check or a substitute check as the chargeback item.

**Endorsements and Procedures.** You must endorse a check on the back before you make a deposit. You agree to endorse any item transmitted through the Services to include "**For TDECU Mobile Deposit Only**" and signature of payee listed on the check. This is known as a "restrictive" endorsement. You agree to follow any and all other procedures and instructions for use of the Services as TDECU may establish.

**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 TDECU 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; an item that we subsequently determine was not an eligible item. You agree that TDECU 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.** Items transmitted using the Service are not subject to Federal Reserve Board Regulation CC or our funds availability policy contained in your TDECU Terms and Conditions. If the image of an item is approved before 6:30 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 Service will generally be made available within 24-48 hours excluding weekends (Saturday and Sunday) and federal holidays. TDECU may make such funds available sooner based on such factors as the length and extent of your relationship with us, transaction information, and other such factors deemed relevant by TDECU. Extended holds will be placed on deposits when deemed necessary.

**Disposal of Transmitted Items.** Please keep any deposited items for at least 90 days. Upon your receipt of a confirmation from TDECU that we have received an image that you have transmitted, you agree to retain the check for at least 90 calendar days from the date of the image transmission. After 90 calendar days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentation. During the time the retained check is available, you agree to provide it to TDECU upon request within 3 business days of the request. If unable to provide requested item, TDECU reserves the right to collect funds at TDECU's discretion.

**Deposit Limits.** For your protection, we may establish limits on the dollar amount and/or number of items or deposits periodically. 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. The current daily dollar limit is \$5,000.00 per business day for qualified users. In addition, the current monthly dollar limit is \$20,000.00 per any 30 consecutive calendar day period for qualified users. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may

vary for qualified users. Such limits will be reviewed and adjusted periodically at TDECU's discretion or upon your request. You may call our **Member Care** at **800-839-1154** with any questions you have about the deposit limits.

**Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be at TDECU's sole discretion subject to TDECU's account agreement governing your account.

**Errors.** It is very important to protect yourself from errors. You agree to notify TDECU of any suspected errors regarding items deposited through the Services right away, and in no event later than 15 calendar days after the applicable TDECU account statement is sent. Unless you notify TDECU within 15 calendar days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against TDECU for such alleged error.

**Errors in Transmission.** By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. TDECU 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 TDECU using the Services must be legible, as determined by the sole discretion of TDECU. Without limiting the foregoing, the image quality of the items must comply with the requirements established by TDECU, ANSI, and the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association. If the check image is not captured, the original check should be taken to the nearest TDECU member center for deposit.

**User Warranties and Indemnification.** You warrant to TDECU:

- 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 TDECU 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 agree to indemnify and hold harmless TDECU from any loss for breach of Regulation CC's warranty provision for substitute checks.

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, 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.

**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 inconsistent with the TDECU Terms and Conditions governing your account or any other agreement with us.

**Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership and License.** You agree that TDECU retains all ownership and proprietary rights in the Services, associated content, technology, and website. 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 TDECU business interest, or (iii) to TDECU 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 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 SERVICE 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 FINANCIAL INSTITUTION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.