

# Terms and Conditions – Mobile Deposit

This Mobile Check Deposit User Agreement (Agreement) contains the terms and conditions for the use of Clarion Federal Credit Union's Mobile Deposit Capture Service that Clarion Federal Credit Union ("Credit Union," "we" or "us") provides to you. Other agreements you have entered into with the Credit Union, including the Credit Union's Membership and Account Agreement, Truth-in-Savings, Check 21, and Online and Mobile Banking, as applicable to your Credit Union account(s), are incorporated by reference and made a part of this Agreement.

## **Service Definitions**

"Business Day" is every Monday through Friday, Eastern Time, excluding Federal Reserve Bank holidays.

"Service" refers to Clarion Federal Credit Union's Mobile Deposit Capture Service.

## **Use of Service**

The Service allows you to deposit checks into eligible Credit Union accounts from a remote location by use of your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Credit Union or the Credit Union's designated processor. You may use this Service for personal and business use in accordance with this Agreement.

## **Agreement Acceptance**

This Agreement applies to checking and savings accounts. The use of the Service means you agree to all terms and conditions in this Agreement. This Agreement is subject to change from time to time. The Credit Union reserves the right, in its sole discretion, to change, modify, add or remove portions from this Service. Your continued use of this Service will indicate your acceptance of any such changes to this Service. Please read this Agreement carefully and keep a copy for your records.

## **Eligibility and Qualification Requirements**

To qualify for this Service, you must meet certain eligibility criteria as dictated by us, including having all accounts in good standing.

You may be denied access to this Service for violations of this Agreement or other serious account issues, which are determined at the Credit Union's sole discretion. These serious account issues include, but are not limited to, potential fraud or security concerns, unknown address, and identity or membership verification.

## **Eligible Accounts**

All Credit Union accounts are currently eligible for the service with the exception of those who have been members less than thirty (30) days. The Credit Union reserves the right, in its sole discretion, to change, modify, add or remove checking and savings accounts eligible for this Service.

**Limitations of Service**

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this Service is not available to you for any reason, you acknowledge that you can deposit your check at a branch office location, through a Credit Union ATM, or by mail.

**Charges or Fees**

The Credit Union does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. You acknowledge that wireless providers may assess message and data rates, as well as fees, limitations, or restrictions for using this Service. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at the Credit Union, including but not limited to account servicing and collection purposes.

**Returned Checks**

If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the returned check to the account the check was originally deposited to and you will be assessed a fee in the amount shown on the Credit Union's current Fee Schedule found within the Truth-in-Savings Disclosure for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment in accordance with the terms and conditions of your account agreement with the Credit Union and the Credit Union Truth-in-Savings Disclosure. You agree that the Credit Union may debit any account maintained by you in order to obtain payment of your obligations under this Agreement.

**Eligible Items**

You agree to deposit only "checks," which are defined as negotiable demand drafts drawn on or payable through or at an office of a bank or credit union. When the image of the check transmitted to the Credit Union 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.

**Ineligible Items**

You agree that you will not use this Service to deposit any ineligible items, including but not limited to the following:

- a. Treasury checks payable to any person or entity other than you;
- b. Checks or items containing an obvious alteration to any of the fields on the front of the check or item which you know or suspect, or should know or suspect to be fraudulent;
- c. Checks or items drawn or otherwise issued by you on your Credit Union account;
- d. Checks or items not payable in United States currency;
- e. Checks or items drawn on financial institutions located outside the United States;
- f. Checks or items previously converted to a substitute check;
- g. Money orders and travelers checks;

- h. Starter or counter checks;
- i. American Express® Gift Cheques;
- j. Savings bonds;
- k. Checks that require authorization (e.g. COMCHEKS, BranchPay, RapidDrafts);
- l. State-issued registered warrants;
- m. Checks from a closed account at another financial institution ;
- n. Checks or items that are incomplete.

The Credit Union reserves the right, in its sole discretion, to determine what items may be considered "Ineligible Items."

### **Image Quality**

The image of the item transmitted to us must be clearly legible and contain images of the front and back of the check as determined in the sole discretion of the Credit Union. The image being transmitted must comply with all standards for image quality established by ANSI, the Board of Governors of the Federal Reserve Board, or any other clearing house, association or regulatory agency.

### **Endorsement Requirements**

You agree to endorse all items with your signature and print "**For Mobile Deposit Only at Clarion FCU**" on all items. The Credit Union reserves the right to reject all items that are not endorsed as specified.

### **Deposit Limits**

When using the Service to deposit funds, the number of deposits you can make is limited to 5 deposits per Business Day, individual checks not exceeding \$1,500, with the aggregate amount of deposits not to exceed \$1,500 per Business Day. Weekly, the number of deposits you can make is limited to 8 checks, with the aggregate weekly amount of deposits not to exceed \$3,000. Monthly, the number of deposits you can make is limited to 10 checks, with the aggregate monthly amount of deposits not to exceed \$5,000.

The Credit Union must send you a Deposit Approval Notification email by 1:30 pm ET for a deposit to be considered made on that day. The Credit Union reserves the right to modify the limits on the amount and/or number of deposits you transmit using this Service.

### **Receipt of Items**

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely. You will receive a conformation on your mobile device at the time of deposit if the deposit is transmitted to us successfully. However, such notification does not mean that the transmission was error-free, complete or will be considered a deposit and credited to your account. The Credit Union will send you a Deposit Approval Notification email once we have reviewed and approved the transmitted item. If the Credit Union declines the deposit, you will receive a Deposit Discarded Notification email. All reviews of deposited items will take place during normal business hours, excluding Saturdays.

### **Funds Availability Policy**

All checks deposited through the service will be subject to a two (2) business day hold from the day the deposit appears in your account. Mobile deposits with a Deposit Approval Notification email received by 1:30 pm ET will be deposited to your account by 4:00 pm ET the same

business day. All mobile deposits received after this time will be credited to your account by 4:00 pm ET the next business day.

Any credit given for items deposited using this Service is provisional and subject to verification and final approval of the item. The Credit Union, at its sole discretion, may place an additional hold on any item for a reasonable period until the settlement of the item is deemed to be complete. We will notify you if we extend your inability to withdraw funds for any reason and we will tell you when funds will be available. Funds will generally be available no later than seven (7) Business Days after the day of deposit. You agree to receive all notifications regarding your use of this Service, including but not limited to notices required by law or regulation, electronically.

With respect to each item you transmit to the Credit Union for deposit, you agree to indemnify and reimburse the Credit Union for and hold the Credit Union harmless from and against any and all losses, costs, and expenses.

#### **Retention and Disposal of Items (Deposited Checks)**

You agree to retain each item no fewer than thirty (30) Business Days after your funds have been posted to your account. Upon receipt of the funds, you agree to mark the item(s) prominently as "VOID" and to dispose of the item(s) in a way that prevents re-presenting for payment. You agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide any retained item to the Credit Union as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

#### **Errors or Discrepancies**

Notify the Credit Union at 814-226-5032 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. You must notify us no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, such statement regarding all deposits made through this Service shall be deemed correct, and you will be prohibited from bringing a claim against the Credit Union for such alleged error.

#### **Security Requirements**

To prevent unauthorized usage of the Service, you agree to ensure the security of the mobile device you own and use to access the Service. This includes, but is not limited to, installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Additionally, the Credit Union may also request additional information from you about the security of your devices.

#### **Disclaimer of Warranties**

The Credit Union's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by the Credit

Union and its licensors "as is" and on an "as available" basis. We disclaim all warranties of kind as to the use of the Service, whether expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. We make no warranty that the Service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from the Service will be accurate or reliable, and (iv) that any errors in the Service or technology will be corrected.

**Limitation of Liability**

The Credit Union's liability for errors or omissions with respect to the data transmitted or printed by the Credit Union will be limited to correcting the errors or omissions. In no event shall the Credit Union be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the use of the Service.

**User Warranties and Indemnification**

By using this Service, you warrant to the Credit Union that:

- a. You will only transmit eligible items that are properly endorsed.
- b. You will only transmit images that meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not re-deposit or re-present the original item once it has been scanned and sent through this Service, unless specifically requested to do so by the Credit Union.
- e. All information you provide to the Credit Union is accurate and true.
- f. The Credit Union will not sustain a loss because you have deposited an item.
- g. You will comply with this Agreement and all applicable rules, laws, and regulations.
- h. Items you transmit do not contain viruses.

You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision. Any breach of the above warranties may result in cancellation of this Service for your specific profile in the Credit Union mobile application or closure of your accounts.

**Termination**

The Credit Union reserves the right to terminate this Agreement without notice at any time and for any reason.

**Governing Law**

This Agreement supplements the terms of your Membership Agreement and related account Disclosures. Together they constitute the entire agreement between you and the Credit Union with respect to the Service. You may not assign this Agreement. This Agreement is governed by federal law and the laws of the Commonwealth of Pennsylvania, as amended. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.