

## Mobile Check Deposit User Agreement TTCU FEDERAL CREDIT UNION

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of TTCU Federal Credit Union ("Credit Union", "TTCU", "us," "our," or "we") Mobile Check Deposit and/or other remote deposit capture services that TTCU may provide to you ("you," or "User"). Other agreements you have entered into with TTCU, including your Membership and Account Agreement and Online Banking Agreement, as amended from time to time, are incorporated by reference and made a part of this Agreement. Eligible accounts must be in good standing and meet all other eligibility criteria required by TTCU from time to time in its sole discretion.

**1. Services.** The mobile check deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or money market checking accounts from home or other remote locations by capturing a check image and delivering the image and associated deposit information to TTCU or the Credit Union's designated processor.

**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 app update or on our website by providing a link to the revised Agreement and as otherwise permitted or required by applicable law. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, TTCU 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 via our online banking website or send an eAlert or text message to notify you of any planned interruptions in Services. 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 as permitted by applicable law. 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 as permitted by applicable law.

**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 TTCU from time to time. See [ttcu.com](http://ttcu.com) for current Mobile Check Deposit criteria as well as current hardware and software specifications. TTCU is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is, and software 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. Fees.** A fee may be charged for the Services. You are responsible for paying the fee(s) for the use of the Services. Any fee that is charged will be disclosed as required by law. TTCU may change the fees for use of the Services at any time pursuant to the section titled "Acceptance of these Terms" in Section 2. You authorize the Credit Union to deduct any such fees from any TTCU account in your name. Fees will not be charged during any free trial period or other promotional campaigns.

**6. Eligible Items.** You agree to scan and deposit only "checks" as the term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to TTCU 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 to not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity who owns the account in which the check is being deposited.

- 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 Reg. CC.
- 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 or items prohibited by TTCU's current procedures relating to the Services or are otherwise not acceptable under the terms of your Credit Union account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than what is specified in this agreement.
- Checks that have previously been submitted through the Services or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks that are prohibited by TTCU's current Membership and Account Agreement with you.
- Checks that are in violation of any federal or state law, rule, or regulation.

**7. Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "**MOBILE DEPOSIT**", sign the back of the item and provide any additional restrictive endorsement as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as TTCU may establish from time to time.

**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 TTCU that we have received the image. Receipt of such confirmation does not mean 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 any item we subsequently determine was not an eligible item. You agree that TTCU 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.** In general, if an image of an item you transmit through the Services is received and accepted before 5:00 p.m. Central Time during a business day on which we are open, then 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. Total funds deposited using the Services will generally be made available in up to two (2) business days from the day of deposit. TTCU may make such funds available sooner or later based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and other factors as TTCU, in its sole discretion, may deem relevant.

**10. Disposal of Transmitted Items.** Upon your receipt of a confirmation from TTCU that we have received an image that you transmitted, you agree to retain the paper check for at least 90 calendar days from the date of the image transmission in a place of safekeeping and not to transmit or provide the check to any other person or financial institution. After 90 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 presentment. During the time the retained check is available, you agree to promptly provide it to TTCU upon request.

**11. Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits 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, 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 \$5000 per item. The

number of items which can be deposited by any member during any monthly statement cycle is limited to eight. Other limits on the number of items that may be deposited daily or during any monthly statement cycle may be waived or imposed by TTCU from time to time in its sole discretion. Dollar and item number limitations may only be exceeded with the prior express written authorization of TTCU in its sole discretion.

**12. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in TTCU's sole discretion subject to the Member Services Agreement governing your account.

**13. Errors.** You agree to notify TTCU of any suspected errors regarding items deposited through the Services right away, and no later than 60 days after the applicable Credit Union account statement is provided. Unless you notify TTCU 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 TTCU for such alleged error.

**14. Errors in Transmission.** Except as otherwise required by law, by using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. TTCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**15. Image Quality.** The image of an item transmitted to TTCU using the Services 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 TTCU, American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**16. User Warranties and Indemnification.** You warrant to TTCU that:

- 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 TTCU 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 warrant that files submitted by you to the Credit Union do not contain computer viruses or malware
- You agree to indemnify and hold harmless TTCU from any loss, due in whole or in part, to the breach of this warranty provision.

**17. Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of consumer claims, including but not limited to providing, upon request and without further cost, any originals or copies of items deposited through the Services in your possession and your records relating to such items and transmissions.

**18. 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, you use the Services for any unauthorized or illegal purposes, or you use the Services in a manner inconsistent with the Terms and Conditions of your Member Service Agreement or any other agreement with us.

**19. 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.

**20. Ownership & License.** You agree that TTCU 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 the Credit Union's business interest, or (iii) to TTCU'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.

**21. DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE REQUIRED BY LAW, 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 EXPRESSED 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.

**22. LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE REQUIRED BY LAW, 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 TTCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.