

Campco Federal Credit Union

Mobile Deposit Services Disclosure and Agreement

IMPORTANT-THE FOLLOWING AGREEMENT IS A LEGALLY BINDING CONTRACT. BY USING THE MOBILE DEPOSIT SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND AGREE TO THE ELECTRONIC DELIVERY OF THIS AGREEMENT. PLEASE READ THE ENTIRE AGREEMENT. YOU MAY WANT TO PRINT A COPY OR REQUEST A WRITTEN COPY FOR YOUR RECORDS.

In this **Mobile Deposit Services Disclosure and Agreement** (hereinafter “Disclosure and Agreement”), the words “you,” or “your” mean the Member or the business that applied for and/or uses any of the Mobile Deposit Services (the “Services”) described in this Disclosure and Agreement. The words “we” “our,” “us,” and” CFCU” mean Campco Federal Credit Union. “Mobile Deposit” means depositing paper checks you receive to your account with CFCU by electronically transmitting a digital image of the paper checks using a mobile device such as an iPhone or an Android device.

Use of the Services – Use of this Service is a privilege and limited to Members in Good Standing. CFCU reserves the right to terminate the use of this Service at any time and for any reason. By using the Services or clicking the electronic signature “acceptance” you agree to the terms and conditions in this Disclosure and Agreement. Any amendments hereto shall be posted on CFCU’s website and any use of the service subsequent to any such amendment is an acceptance thereof. Following your electronic acceptance of the Disclosure and Agreement, you will be permitted to remotely deposit paper checks as that term is defined in Federal Reserve Regulation CC (Reg. CC), you receive to your Account with CFCU by electronically transmitting a digital image of the paper checks to us for deposit. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of the receipt. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that the image is acceptable to us. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account. CFCU is not liable for items we do not receive or for images that are not transmitted completely. You understand that any amount credited to your Account for items deposited using the Services is a provisional credit.

Eligible Items – You agree to scan and deposit only checks as defined in the Federal Reserve Regulation CC. You agree that the image of the check transmitted shall be deemed an “item” within Article 4 of the Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any checks other items as shown below:

1. Checks or items payable to any person or entity other than you.
2. Checks or items drawn or otherwise issued by you or any other person on any of your accounts, or any account on which you are an authorized signer or joint account holder.
3. Checks or items drawn on a financial institution located outside the United States.
4. Checks or items not payable in United States Currency.
5. Checks or items containing obvious 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 that the check is drawn.
6. Checks or items previously converted to a substitute check, as defined in Reg. CC
7. Checks or items that are remotely created checks, as defined in Reg. CC.
8. Checks or items dated more than 6 months prior to the date of deposit.
9. Checks or items prohibited or otherwise not acceptable under the terms of your Campco Federal Credit Union account.

Endorsement – In order for an item to be processed for deposit, it must be restrictively endorsed in the proper location on the back of the item which contains the following:

For Deposit Only Account # (with the correct account number inserted),

Campco Federal Credit Union,

the Deposit date,

and it must be signed by the payee.

Electronically Presented must be conspicuously written on the front of the item after receiving electronic confirmation of the deposited item.

Rejection of Remote Deposit – CFCU is not liable for any service or late charge levied against you due to our rejection of any item. 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 return to the account that the check was originally deposited to and you may be assessed a fee. You are responsible for any loss or overdraft and any applicable fees set forth in your Membership and Account Agreement and Fee Schedule due to an item being rejected.

Availability of Funds – Items transmitted using the Services are not subject to the funds availability requirements of Reg. CC. The first \$200.00 of funds from items deposited under the terms of this Agreement will generally be available immediately; the remaining funds will generally be available on the second business day after the day of deposit. CFCU may make funds available sooner to certain depositors at its sole discretion.

Liability – CFCU’s liability for errors or omissions with respect to the data transmitted or printed by CFCU will be limited to correcting the errors or omissions. You agree that it is your personal responsibility to ensure the security of the personal computer and/or mobile device you use to access the Service, which includes the security of any wireless or internet service or network you may be utilizing. You agree to and do hereby waive all other damages, including but not limited to damages for lost profits, goodwill, exemplary, or other losses resulting from the use of the Service, inability to use the services, or termination of the services, incurred by a third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise) even if CFCU has been informed of the possibility thereof. You agree to indemnify and hold harmless CFCU from any loss for breach of warranty provision, such that you warrant to CFCU that:

1. You will only transmit eligible items that are properly endorsed.
2. Images will meet the image quality standards.
3. You will not transmit duplicate items.
4. You will not deposit or re-present the original item once it has been scanned and sent through this Service unless specifically requested to do so by CFCU.
5. All information you provide CFCU is accurate and true.
6. CFCU will not sustain a loss because you have deposited an image.
7. You will comply with the original and any subsequent provisions of the Agreement and all applicable rules, laws, and regulations.

Storage of Original Checks – You must securely store each original check for a period of **90** days after transmission to CFCU. After such a period expires, you will destroy the original check by commercially reasonable standards. You understand and agree that you are responsible for any loss caused by your failure to properly secure and subsequently destroy the original checks.