

MCECU Terms and conditions mobile

Terms and Conditions - Consumer

Service Definitions

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

"Service" refers to MCECU's Mobile Deposit Service.

Use of Service

These Services allow you to deposit checks into eligible MCECU accounts from a remote location by a compatible mobile device which then delivers the images and associated deposit information to MCECU electronically. You may use this Service only for non-business, personal use in accordance with this Agreement. In order to use this Service, you must obtain and maintain, at your expense, compatible hardware. We are not responsible for the functionality or maintenance of any third party hardware or software you may need to use the Service.

Agreement Acceptance

This Agreement applies to consumer accounts only. The acceptance of this Agreement and use of the Service means you agree to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy for your records.

Eligibility and Qualification Requirements

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

Eligible Accounts

All consumer checking and savings accounts are eligible for this Service except:

- a. IRA Accounts

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 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, you acknowledge that you can deposit your check at a branch office location or by mail.

Charges or Fees

MCECU does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. 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 the check was originally deposited to and you will be assessed a fee in the amount shown on MCECU's current *Schedule of Fees and Charges* 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. You agree that MCECU may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. 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 MCECU, including but not limited to account servicing and collection purposes.

Eligible Items

You agree to scan and deposit only "checks" of which are defined as a negotiable demand draft drawn on or payable through or at an office of a bank.

Ineligible Items

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

- a. Checks or items payable to any person or entity other than you
- b. Post-dated checks
- c. 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.
- d. Checks or items drawn or otherwise issued by you or any other party on any of your MCECU accounts
- e. Checks or items not payable in United States currency
- f. Items drawn on financial institutions located outside the United States
- g. Items previously converted to a substitute check
- h. Consumer loans, credit card, and mortgage payments
- i. IRA and Share Certificate deposits
- j. Money orders and travelers checks
- k. Starter or counter checks
- l. Amex Gift Cheques
- m. Savings bonds
- n. Checks that require authorization (e.g. COMCHEKS, BranchPay, RapidDrafts)

- o. State-issued registered warrants
- p. Checks from another financial institution to a closed account

Image Quality

The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by ANSI, clearing house, association or any other regulatory agency.

Endorsement Requirements

You agree to endorse all items with your signature and account number and print "For Mobile Deposit Only at MCECU" on all items. MCECU reserves the right to reject all items that are not endorsed as specified.

Deposit Limits

When using the Service to deposit funds, our per check limit is \$3,000.00 per business day, with the aggregate amount of deposits not to exceed \$5,000.00 per business day. You must deposit the check before 3:00 pm CST for it to be considered that same business day.

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. An image is considered received when we transmit to you a Deposit Received Notification. However, such notification does not mean that the transmission was without error. Once an item is submitted you can check the history tab at the bottom of the page to check on status of deposit..

Funds Availability Policy

Below is our general funds availability policy for this Service:

If you receive a Deposit Approval Notification on
Monday-Friday between 8:00 AM - 3:00 PM CST

- Your item will go to review queue, once it is approved it will be deposited to your account with a 3 day hold.

You can check to see if your check has been reviewed and approved or rejected by checking the history button at the bottom of the mobile deposit tab on our mobile app.

Credit given for the item is provisional and subject to final approval of the item. Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we

delay your ability to withdraw funds because we believe the check is uncollectable and we will tell you when funds will be available. You agree to receive all notifications regarding your use of this Service, including but not limited to exception notices as required by Regulation CC via electronic message. With respect to each item you send to MCECU for deposit, you agree to indemnify and reimburse MCECU for and hold MCECU harmless from and against any and all losses, costs, and expenses.

Method of Presentment

The manner in which items are cleared, presented for payment, and collected shall be in MCECU's sole discretion.

Retention and Disposal of Items

You agree to retain each item no fewer than fourteen (14) business days after your funds have been posted to your account. Upon receipt of these funds, you agree to mark the items prominently as "VOID" and to dispose of the item(s) in a way that prevents representing 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 MCECU 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 MCECU at 1-877-825-3180 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you 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, you may not be compensated for any losses.

Security Requirements

To prevent unauthorized usage of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. By securing these devices, we specifically mean 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, MCECU may also request additional information from you.

Authorized Users

You and your Authorized User(s) are equally responsible for adhering to all items disclosed in this Agreement. Authorized Users will not have the ability to use the Mobile Deposit Service.

Disclaimer of Warranties

MCECU's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by MCECU and its licensors "as is" and on an "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 for a particular purpose. We make no warranty that the services (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 services or technology will be corrected.

Limitation of Liability

MCECU's liability for errors or omissions with respect to the data transmitted or printed by MCECU will be limited to correcting the errors or omissions.

User Warranties and Indemnification

You warrant to MCECU that:

- a. You will only transmit eligible items that are properly endorsed.
- 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 once it has been scanned and sent through this Service, unless specifically requested to do so by MCECU.
- e. All information you provide to MCECU is accurate and true.
- f. MCECU will not sustain a loss because you have deposited an image.
- 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 MCECU from any loss for breach of the warranty provision.

Change in Terms

MCECU reserves the right to change the terms and conditions of this Service or terminate this Agreement without notice at any time.

Governing Law

This Agreement supplements the terms of your Membership Agreement and Disclosures. Together they constitute the entire Agreement between you and MCECU with respect to the services. You may not assign this Agreement. This Agreement is governed by the laws of the Commonwealth of Virginia and of the United States. 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.