



Mobile Deposit Service Agreement

This Mobile Deposit User Agreement contains the terms and conditions for the use of Telco Community Credit Union (Telco's) Mobile Deposit services that Telco Community Credit Union "Telco", "us" or "we") may provide to you ("you" or "User"). Other agreements you have entered into with Telco, including but not limited to the Membership & Account Agreement and Disclosures governing your Telco account, Online Banking Agreement and Disclosure, are incorporated by reference and made a part of the Agreement. In the event of a discrepancy between this Agreement and other agreements, the terms of this Agreement shall control. Mobile Deposit is a function of our Mobile Banking Apps, which can be downloaded directly from the iStore®, Google Play®, or other approved sources.

To qualify for Mobile Deposit you must:

- 1) Be a member in good standing
- 2) Must have a credit score of 620 or higher
- 3) Not be delinquent on any Loan for more than 30 days with TELCO.
- 4) Not have a history of returned deposit items.
- 5) Not have a history of Loan Charge-Offs or Deposit Account Charge-Offs.
- 6) Not have a limited checking account

Fee Disclosure:

- Individual \$2.50 per month, includes 20 checks, \$1.00 per check thereafter
- Business \$5.00 per month, includes 60 checks, \$1.00 per check thereafter

1. **Services.** The Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or other accounts from your mobile device by electronically transmitting a digital image of your paper checks to Telco. Please see fee schedule below.

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 e-mail or on our website(s) by providing a link to the revised Agreement. You agree to keep Telco informed of any change to your e-mail and you agree that e-mail will be the primary method of communication regarding the Mobile Deposit service. Returned undeliverable e-mail sent to you may terminate your agreement. Any communication to us regarding Mobile Deposit should be directed to info@telcoccu.org or secure message via Home Banking. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Telco 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. **Limitation of Service.** When using the Services, you may experience technical or other difficulties. 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 at any time without prior notice. 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 at any time without prior notice to you.

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 Telco from time to time. Telco 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 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. Eligible items. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Telco shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Iowa.

6. Unacceptable Items for Deposit. You understand and agree that you will not use the Services to deposit the following items:

- a) Any third party check (any item that is made payable to another party and then endorsed to you by such party.
- b) Any item(s) presented to us through the Mobile Deposit service by a joint owner or authorized signer on your account will be considered as coming from you and will be governed by this agreement.
- c) Any item that contains evidence of alteration to the information on the check.
- d) Any check or item previously converted to a substitute check, as defined in Reg CC.
- e) Any items drawn on a financial institution located outside the United States.
- f) Any item not payable in United States currency.
- g) Any item dated more than 6 months prior to the date of deposit).
- h) Any item that has been re-deposited or returned such as "non-sufficient funds" or "refer to maker" or returned for any other reason.
- i) Any remotely created checks, as defined in Reg CC.
- j) Any item prohibited by Telco's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Telco account.

7. Image Quality. The image of an item transmitted to Telco using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house association. (Telco reserves the right to reject any check image that is not clear, skewed, or that is suspicious in any manner.)

8. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For deposit only, account # _____" and your signature or as otherwise instructed by Telco. You agree to follow any and all other procedures and instructions for use of the Services as Telco may establish from time to time.

9. 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 Telco that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

10. Items Returned Unpaid. A notice will be sent to you of transactions we are unable to process

because of returned items. With respect to any item that is transmitted to you for remote deposit that is credited to my Account, in the event such item is dishonored, you authorize us to debit the amount of such item from the Account, including any applicable fees. Check images that are returned for image quality adjustments will have to be submitted in paper to Telco upon receipt of notice of such, to be physically reprocessed; they may not be re-scanned.

11. Email Address. You agree to notify us immediately if you change your email address, as this is the email address where we will send notifications of receipt of remote deposit items.

12. Availability of Funds. You agree that items transmitted using the Services are subject to the funds availability requirements of Federal Reserve Board Regulation CC.

13. Disposal of Transmitted Items. Upon your receipt of a confirmation from Telco that we have received the image of any item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Telco as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Telco’s audit purposes.

14. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

15. Business Day and Availability Disclosure. You understand the Services are available Monday through Friday between 8:30 a.m. to 5:00 p.m., Eastern Standard Time (EST). Transmissions processed during holidays, any other day we are not open for business, or such other hours as established by us from time to time are treated as occurring on the next business day.

16. In Case of Errors. In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach as set forth below:

Telephone: (828) 252-6458

Or write: Telco Community Credit Union

1137 Smokey Park Hwy, Candler, NC, 28715

17. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Telco’s sole discretion subject to the Depository Agreement and Disclosures governing your account.

18. Ownership & License. You agree that Telco 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 anticompetitive manner, (ii) for any purpose which would be contrary to Telco’s business interest, or (iii) to Telco’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.

19. Change in Terms. We may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time your use of the Services after receipt of notification of any change by us constitutes my acceptance of the change.

20. Termination of the Services. You may, by written request, terminate the Services provided for in this Disclosure and Agreement. At our sole discretion we may revoke your privilege of using the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your Account.

21. Relationship to Other Disclosures. The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

22. Governing Law. You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Iowa notwithstanding any conflict-of-laws doctrines of such state of other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of North Carolina.

23. 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.

24. 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 TELCO HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

25. User warranties and indemnification. You warrant to Telco that:

- a) You will only transmit eligible items.
- b) Images will meet the image quality standards.
- c) You will not transmit duplicate items.
- d) You will not deposit or represent the original item.
- e) All information you provide to Telco is accurate and true.
- f) You will comply with this Agreement and all applicable rules, laws and regulations.

You will agree to indemnify and hold harmless Telco from any loss for breach of this warranty provision.

Mobile Deposit Application (Please turn in both pages)

Print Name: _____

Last 4 digits Account Number:

E-Mail Address: _____ Cell Phone Number: _____

I have read and agree to the Terms and Conditions set forth in this Mobile Deposit User Agreement and Application and request access to the Mobile Deposit system offered by TELCO.

Signature _____ Date: ____/____/____



(TELCO Internal Use Only)

Reviewed by: _____

Approved: ____ Denied: ____ Reason for Denial: _____

Daily Check Limit: \$ _____

Daily Aggregate Limit: \$ _____

Daily Available Limit: \$ _____

Monthly Aggregate Limit: \$ _____