



Mobile Deposit Capture Services Agreement

Our Mobile Deposit Capture Service (this “**Service**”) allows you to deposit checks into your checking account from a remote location by imaging checks with a compatible mobile device (such as an iPhone or Android phone) and transmitting the digital image and associated deposit information electronically to United Police Federal Credit Union (“**we,**” “**us,**” “**our,**” “**UPFCU,**” or “**the Credit Union**”) or our processor. If you have our Mobile Banking app (“Touchbanking”), you may apply for the Service.

Eligibility Requirements

We will not approve your use of this Service if you do not meet the following minimum eligibility requirements:

- You are currently enrolled in our Mobile Banking service;
- You are at least 18 years of age;
- Your checking account (savings accounts are not currently supported) has been open for at least 60 days;
- You have maintained a positive average monthly balance history in your checking account for the past 12 months (for existing members);
- You are current on all payments of loans you have from us;
- Your checking account is not dormant;
- Your checking account is in good standing with no restrictions placed on it;
- You have provided us a valid email address; and
- You have had no charge-offs in any account you have maintained with us.

Agreement Acceptance

This Mobile Deposit Capture Agreement (this “**Agreement**”) contains the terms and conditions for the use of this Service that we provide to consumer accounts for personal, family, and household purposes. In this Agreement, the plural form of a word also means the singular, and vice versa. “**You,**” “**your,**” or “**yours**” means everyone who signs any application or agreement for an account or an account service with us, or who is authorized to make transactions regarding your Account as provided in other agreements and disclosure governing your Account or by applicable. “**Account**” means any one or more checking accounts you have with the Credit Union.

Your acceptance of this Agreement and your use of this Service means that you agree to all terms and conditions in this Agreement in addition to the Account Agreement and Disclosures provided to you at account opening. Please read this Agreement carefully and keep a copy for your records. You may use this Service for personal, family, and household purposes only.

Relationship to Other Disclosures

The information in this Agreement applies only to the Service; the provisions contained in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of your Account.

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 may occur or any resulting damages that you may incur. We reserve the right to change, suspend, or discontinue this Service, in whole or in part, or your use of this Service, in whole or in part, 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, at a Shared Services Branch, or by mail.

Charges or Fees

We currently do not charge a usage fee for this Service. We reserve the right, however, to start charging for this Service at any time and thereafter to change the fee for this Service from time to time.

If an item transmitted for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to your Account and you will be assessed a fee in the amount shown in our current fee schedule. If there are non-sufficient funds in your Account to cover the amount of the returned check, the amount will be overdrawn and

you will be responsible for payment. You agree that we may debit any account maintained by you in order to obtain payment of your obligations under this Agreement.

You further 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 Account, including but not limited to account servicing and collection purposes.

Eligible Items

You agree to image and deposit only "checks" as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks ("**Regulation CC**") (i.e. drafts drawn on a credit union, savings and loan or bank and payable on demand). When the image of the check transmitted to us is converted to an "image replacement document" for subsequent presentment and collection, it will 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 image and deposit any ineligible items, including (but not limited to) the following:

- Checks or items payable to any person or entity that is not you (i.e. payable to another party and then endorsed to you)
- Checks payable to you and another party who is not a joint owner on your account
- Items previously deposited (i.e., duplicate deposits through other channels of CU/bank etc.)
- Items stamped as "non-negotiable"
- Items drawn on your account or an affiliate account at UPFCU
- Post-dated checks
- Stale-dated checks (checks greater than 6 months from the date of issuance)
- Checks or items containing an obvious alteration to any field on the front of the check which you know or suspect to be fraudulent
- Checks or items not payable in U.S. dollars
- Items drawn on financial institutions located outside the U.S.
- Items previously converted to a substitute check
- Checks from a closed account
- Savings bonds

Image Quality

The image of an item transmitted to us must be clearly legible with all information on the front and back of the item provided. Each image must comply with all standards for image quality established by the American National Standard Institute (ANSI) X9.37 required by the Check Clearing for the 21st Century Act and Regulation CC.

Endorsement Requirements

You agree to endorse all items with your signature, account number, and "For Mobile Deposit." We reserve the right to reject any item that is not endorsed as specified.

Deposit Limits

When using this Service to deposit funds such deposits are limited per transaction amount and per Business Day. Per transaction and daily dollar limits may change from time to time. Deposits in excess of these limits may be rejected. If a deposit in excess of these limits is permitted, we will not be obligated to allow such a deposit at other times. For multiple items deposited, items will be deposited in the order they are received and released in our sole discretion.

The current limits established are:

- **Per Transaction Limit:** \$2,500.00
- **Daily Dollar Transaction Limit:** \$2,500.00

Receipt of Items

We reserve the right to reject any item transmitted through this Service, at our sole and absolute discretion. We will notify you of rejected images. We are not liable for items we do not receive or for images that are not transmitted completely.

When we receive an image, we will confirm receipt via email to you. We will not be deemed to have received the image for deposit until we have confirmed receipt to you.

Email Address

You agree to notify us immediately if you change your email address, as this is the email address where we will send notification of receipt of mobile deposit items, and other important notices.

Provisional Credit and Availability of Funds

Any credit to your Account for checks deposited through this Service is provisional. If a check deposited through this Service is dishonored, rejected, or otherwise returned unpaid by the drawee bank for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check, or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned check. Without our approval, you will not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Deposits made through this Service do not fall under the standard provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply. In some cases, we will not make all of the funds that you deposit available to you on the same Business Day that we receive your deposit. Funds may not be available until the second Business Day after the day of your deposit. “**Business Day**” means Monday through Friday, and excludes Saturdays, Sundays, and federal holidays.

- Up to \$200 of the check or checks will be available that day;
- Remaining funds of the deposit will be available two Business Days from the day of approval.

Cut Off Time

We will post a mobile deposit that we receive before 3:00pm Eastern time on a Business Day to your Account the same day, subject to funds availability. We will post a mobile deposit that we receive at or after 3:00pm Eastern time, or on a day that is not a Business Day, as of the opening of the next Business Day, subject to funds availability.

Retention and Disposal of Items

Upon your receipt of our confirmation that we have received the image of an item, you agree to mark the item prominently as “Void” and to dispose of the item in a way that prevents it from being presented again for payment. You agree to retain each item for a period of 60 days and agree to secure each item until such proper disposal is performed. You agree to promptly provide any retained item to us as requested to aid in the clearing and collection process or to resolve claims with respect to any item.

Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through this Service in your possession and your records relating to such items and transmissions.

Error Resolution

Notify us at (305) 329-1400 or (800) 609-3277 (outside Miami-Dade and Broward counties) as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on your 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 use of this Service, you agree to ensure the security of the mobile device you own and use to access this Service. By securing your device, we specifically mean securing the physical device from theft or unauthorized use.

Member Warranties

You warrant to us that:

- You will only transmit eligible items that are properly endorsed.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or re-deposit the original item once it has been imaged and sent through the Service, unless specifically requested to do so by us.
- All information presented to us is true and accurate.
- We will not sustain a loss because you have deposited an image.
- You will comply with this Agreement and all applicable laws, rules, and regulations.
- Files and images you transmit to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

You agree to indemnify and hold us harmless from any loss we incur as a result of your breach of any of the foregoing warranties.

Disclaimer of Warranties

YOU AGREE YOUR USE OF THIS SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND THAT THIS SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THIS SERVICE, 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 (a) THIS SERVICE WILL MEET YOUR REQUIREMENTS; (b) THIS SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THIS SERVICE WILL BE ACCURATE OR RELIABLE; OR (d) ANY ERRORS IN THIS SERVICE OR TECHNOLOGY WILL BE CORRECTED.

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 THIS SERVICE 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 WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. OUR LIABILITY FOR ERRORS OR OMISSIONS WITH RESPECT TO THE DATA TRANSMITTED OR PRINTED BY US WILL BE LIMITED TO CORRECTING THE ERRORS OR OMISSIONS.

Change in Terms

We will notify you of any material change to this Agreement via e-mail, text message, or on our website by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use this Service after we have made the change. Your acceptance of the revised terms and conditions along with the continued use of this Service will indicate your consent to be bound by the revised Agreement. Further, we reserve the right, in our sole discretion, to change, modify, add, or remove any portion of this Service. Your continued use of this Service will indicate your acceptance of any such changes to this Service.

Governing Law

This Agreement supplements the terms of your Account Agreement and Disclosures provided to you at account opening. Together they constitute the entire Agreement between you and us with respect to this Service. This Agreement is governed by all applicable laws, rules, and regulations of the State of Florida and of the United States. A determination that any provision of this Agreement is unenforceable or invalid will not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.