

# WICHITA FALLS FEDERAL CREDIT UNION

## MOBILE CHECK DEPOSIT AGREEMENT

This Agreement contains the terms and conditions for the use of Mobile Check Deposit ("MCD") services. By accepting the Terms and Conditions, I, as the account signer, authorize Wichita Falls Federal Credit Union to verify credit and/or have a credit reporting agency prepare a credit report.

### MEMBER QUALIFICATIONS

- ALL REGISTRATIONS MUST HAVE A CURRENT E-MAIL ADDRESS
- Membership greater than 90 days
- Open Checking account (must be opened for at least 90 days)
- No WFFCU Loans with past due history greater than 10 days late.
- No Opened Unsettled Collection or Charged Off Loans with any institution.
  - *if credit report is over 1 year old, pull another credit report and review.*
- No Current Negative Share
- No Revoked Over Draft Service
- No NSF's within 90 days

### MEMBER OBLIGATIONS

- You must write a restrictive endorsement on the back: For Deposit Only WFFCU Account #\_\_\_\_\_.
- After submission you must write 'Mobile Deposited' conspicuously on the front of the check, and not attempt to deposit it again anywhere; and agrees to store the original item in a safe and secure environment for at least sixty (60) days; Depositor will promptly (but in any event within 5 business days) provide any retained original item to WFFCU when requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as WFFCU otherwise deems necessary.
- The daily maximum for deposit through Mobile Deposits is a daily limit of \$5,000.00/day.
- You agree to indemnify and hold harmless WFFCU from any loss for breach of the warranty provision, such that you warrant to WFFCU 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 WFFCU.
  - e. All information you provide to WFFCU is accurate and true.
  - f. WFFCU will not sustain a loss because you have deposited an image.
  - g. You will comply with the original and any subsequent provisions of the Agreement and all applicable rules, laws and regulations.
  - h. Deposit Item must be payable to an owner of the account that the deposit is being made to.
  - i. Only those items payable in US Currency and drawn from US Credit Unions, US Banks or the US Government may be deposited through Mobile Deposit methods.

**FUNDS AVAILABILITY**

The first \$200 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.

**PROVISIONS**

We reserve the right to reject any item transmitted through this Service, at our discretion, and we may limit the amount or number of items you can deposit with this service in a day or in a given period of time. If we doubt the collectability we may place holds until funds are received from the institution it is drawn upon.

We are not liable for items we do not receive or for images that are not transmitted completely.

An image is considered received after 6 pm on the following business day (when the full amount has been credited to your account), however, this does not mean that the transmission was without error and may not be withdrawn.

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 may be assessed a fee as disclosed. 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 or related fees.

WFFCU's liability for errors or omissions with respect to the data transmitted or printed by WFFCU will be limited to correcting the errors or omissions. You agree to your personal responsibility to ensure the security of the personal computer and/or mobile device you own and use to access the Service, which includes the security of any wireless or internet service or network you may be utilizing. You agree that WFFCU will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for lost profits, goodwill, use data or other losses resulting from use of the Service, inability to use the services, or termination of the services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise) even if WFFCU has been informed of the possibility thereof.

**ACCEPTANCE OF THESE TERMS**

Your acceptance of these terms and/or use of the services constitutes your acceptance of this Agreement. The agreement is subject to change; we will notify you of any material change via email or on our website with a link to the revised agreement. Further, Wichita Falls Federal Credit Union 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.

**The credit union reserves the right to revoke this service to any member who attempts to defraud or abuse this service without any written authorization.**

Member Account # \_\_\_\_\_

Member's Signature \_\_\_\_\_

Date\_\_\_\_\_

Member's Signature \_\_\_\_\_

Date\_\_\_\_\_