



## Mobile Deposit User Agreement (“Agreement”)

This Agreement contains the terms and conditions for the use of Utah Heritage Credit Union’s (“the Credit Union”) Mobile Deposit product and/or other remote deposit capture services (“service”) that we may provide to you (“member”, “you” or “User”). Other agreements you have entered into with the Credit Union, including the Account Terms & Disclosures governing your account, are incorporated by reference and made part of this Agreement.

**Services.** The service is designed to allow you to make deposits to your savings or checking accounts from remote locations by scanning checks and delivering the images and associated deposit information to us or our designated processor.

**Fees.** There is currently no charge for the service. All other fees related to deposit accounts apply. The Fee Schedule will be updated and you will be provided at least 30 days’ notice should a fee be instituted in the future. Your continued use of the service will indicate your acceptance of any such change to the fee charged for the service.

**Acceptance of These Terms.** Your use of the service constitutes your acceptance of this Agreement. This Agreement is subject to change by us from time to time. The Credit Union will notify you of any material change via email or on its website by providing a link to the revised Agreement. Your continued use of the service will indicate your acceptance of the revised Agreement. Further, the Credit Union reserves the right, at its sole discretion, to change, modify, add, or remove portions from the service. Your continued use of the service will indicate your acceptance of any such changes to the service. The Credit Union reserves the right to terminate this agreement without notice at any time.

**Eligibility and Qualification Requirements.** To qualify for the service, you must be a member in good standing for at least 90 days and meet any additional eligibility criteria as dictated by the Credit Union. You must also be enrolled in UHCU eTeller.

**Limitations of Service.** When using the service, you may experience technical or other difficulties (i.e. sign on, connectivity, scanning, check acceptance, etc.). The Credit Union is not liable and will not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Credit Union makes no warranty that the service will be available at any given time. The Credit Union reserves the right to change, suspend or discontinue the service, in whole or in part, or your use of the service, in whole or in part, immediately and at any time without prior notice to you. In the event the service is not available to you, you acknowledge that you can deposit your check at a branch, in a night depository, through an ATM, or by mail.

**Eligible Items.** You agree to scan and deposit only checks, as check is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that you will not use the service to scan and deposit any checks or other items as shown below:

- Any item drawn on your account with us;
- Any item that is stamped with a “non-negotiable” watermark;
- Any item that contains evidence of alteration to the information on the check;
- Any item that is drawn on a financial institution in a foreign country, or that is not payable in U.S. dollars;
- Any item that is incomplete;
- Any item that is “stale dated” or “postdated”;
- Any item that has been previously deposited, in any manner, regardless of whether the item has been paid;
- Cash;
- Any substitute check;
- Savings Bonds.

**Image Quality.** The image of an item transmitted to us using the service must be legible. The service allows for the electronic transmission of items only (i.e. scanned and transmitted via a secure online banking session). The image quality of the items must comply with the requirements established by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. Items that do not conform to such standards may be rejected for deposit. After receiving an item for deposit, we may reverse the credit if we determine after the deposit that the image does not conform to the required standards.

**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the service as “*For Mobile Check Deposit Only at UHCU, account # \_\_\_\_\_*” and signature or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the service as the Credit Union may establish from time to time. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by the Credit Union from any other accounts you hold with the Credit Union, at its sole discretion. You further acknowledge that you, and not the Credit Union, are responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and you assume all liability to the drawer of any item imaged using the service or liability arising from our printing of any substitute check from those images.

**Receipt of Items.** The Credit Union reserves the right to reject any item transmitted through the service, at its discretion, without liability to the Credit Union. The Credit Union is not responsible for items it does not receive or for images that are not transmitted completely. An image of an item shall be deemed received when the Credit Union transmits a confirmation to you that it has received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. You agree that prohibited items, if deposited with the Credit Union, will be deposited via an alternative method and not by using the service. The manner in which the items are cleared, presented for payment, and collected shall be in the Credit Union’s sole discretion subject to the Account Terms & Disclosures governing your account. Deposited items subsequently returned to the Credit Union for any reason will be processed in accordance with its normal returned item procedures.

**Availability of Funds.** For purposes of availability, the Credit Union has “received” a deposit when we have provided confirmation of our receipt of items deposited and credit of those items to your account. A Credit Union specified amount of your Mobile Deposit Check will be made available on the first business day. Remaining funds will generally be made available on the third business day following Credit Union review.

**Disposal of Transmitted Items.** Upon your receipt of a confirmation from the Credit Union that it has received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to ensure that it is not represented for payment. You agree never to represent the item. You shall retain the original of all imaged items that have been deposited via the service for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond 60 days from the date processed, and shall properly destroy and dispose of such original checks after such time. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Credit Union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes.

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

**Responsibility for Scanning.** You are solely responsible for scanning deposit items, accessing the service from the Credit Union and for maintaining your own scanning equipment. Not all scanning equipment will produce a useable image. You will be responsible for the payment of all telecommunications expenses associated with the service. The Credit Union shall not be responsible for providing or servicing any equipment for you.

**Errors.** You agree to notify the Credit Union of any suspected errors regarding items deposited through the service immediately, and in no event later than 60 days after the applicable account statement is made available to you. Unless you notify the Credit Union within 60 days, such statement regarding all deposits made through the service shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error.

**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 the access credentials you use to access the service.

**Ownership and License.** You agree that the Credit Union retains all ownership and proprietary rights in the service, associated content, technology, and website. Your use of the service 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 service. Without limiting the restriction of the foregoing, you may not use the service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Credit Union’s business interests, or (iii) to its actual or potential economic disadvantage in any aspect. 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 service.

**Disclaimer of Warranties.** You agree that your use of the service 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. The Credit Union will disclaim all warranties of any kind as to the

use of the service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. The Credit Union makes no warranty that the service (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 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 product, goodwill, use, date or other losses resulting from the use or the inability to use the 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 service, regardless of the form or action or claim (whether contract, tort, strict liability or otherwise), even if the Credit Union has been informed of the possibility thereof.

**Force Majeure.** The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond its reasonable control.

**Termination.** The Credit Union may immediately suspend or terminate your access to the service in the event that it reasonably determines such suspension or termination is necessary in order to protect the service or the Credit Union from harm or compromise of integrity, security, reputation, or operation.

**User Warranties and Indemnification.** You warrant to the Credit Union that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item once it has been scanned and sent through this service unless specifically requested to do so by us.
- All information you provide to us is accurate and true.
- You will comply with the Agreement and all applicable rules, laws and regulations.
- Items you transmit do not contain viruses.
- All signatures on each item you deposit are authentic and authorized.
- All checks deposited are payable to you.
- No deposited check has been altered.

You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision.

**Other Terms.** You may not assign this Agreement. This Agreement is entered into in Utah and shall be governed by the laws of the State of Utah 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.

**Acceptance of Agreement.** This Agreement is an electronic contract that sets out the legally binding terms of your use of the service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by using the service. By using the service, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. You also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement and other notices in non-electronic form.

*Last revised: 11-2015*