

Mobile Deposit Checks

Terms & Conditions



The below disclosure is for a service available only through TRU·FI Credit Union apps to qualifying members.

Use of the Mobile Deposit Checks Services:

Following receipt of notification approving your use of the mobile Deposit Checks Services, you (in the Mobile Deposit Checks Services Section to include a consumer or small business) are authorized by the Provider (in the Mobile Deposit Checks Services Section to include the financial institution) to remotely deposit paper checks you receive to your account with the Provider (the "Account") by electronically transmitting a digital image of the paper checks to the Provider for deposit. Your use of the Mobile Deposit Checks Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. You agree to comply with the hardware and software requirements set forth in the System Requirements as stated on www.TRUFICU.org. Upon receipt of the digital image, the Provider will review the image for acceptability. You understand and agree that receipt of an image does not occur until after the Provider notifies you of receipt of the image via onscreen messaging and/or email notification. You understand that, in the event you receive a notification from the Provider confirming receipt of an image, such notification does not mean that the image contains no errors or that the Provider is responsible for any information you transmit to the Provider. The Provider is not responsible for any image it does not receive. Following receipt of the image, the Provider may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, the Provider reserves the right, within its sole and absolute discretion, to accept or reject any item for remote deposit into your Account. You understand that any amount credited to your Account for items deposited using Mobile Deposit Checks is a provisional credit and you agree to indemnify the Provider against any loss the Provider suffers because of the Provider's acceptance of the remotely deposited check.

In addition, you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the technology or Mobile Deposit Checks Service, (ii) copy or reproduce all or any part of the technology or Mobile Deposit Checks Service; or (iii) interfere, or attempt to interfere, with the technology or Mobile Deposit Checks Service.

Compliance with Law: You agree to use the Mobile Deposit Check Service for lawful purposes and in compliance with all applicable laws, rules, and regulations, as well as, all laws pertaining to the conduct of your business if applicable. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations. You promise to indemnify and hold the Provider harmless from any damages, liabilities, costs, expenses (including attorneys' fees), or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

Check Requirements: Any image of a check that you transmit to the Provider must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to capturing the original check, you will indorse the back of the original check. Your indorsement will include "For Mobile Deposit to TRUFI CU account #____ Only" on the back of the check. The image of the check transmitted to the Provider must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted

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on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any indorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association.

Rejection of Deposit: The Provider is not liable for any service or late charges levied against you due to the Providers rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Items Returned Unpaid: A written notice will be sent to you of transactions the Provider is unable to process because of returned items. With respect to any item that you transmit to the Provider for remote deposit that the Provider credits to your Account, in the event such item is dishonored, you authorize the Provider to debit the amount of such item from the Account.

Email Address: You agree to notify the Provider immediately if you change your email address, as this is the email address where the Provider will send you notification of receipt of remote deposit check items.

Unavailability of Services: You understand and agree that Mobile Deposit Check Services may at times be temporarily unavailable due to the Financial Institution's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider, and Internet software. In the event that Mobile Deposit Check Services are unavailable, you acknowledge that you can deposit an original check at TRU·FI Credit Union branches or through ATMs or by mailing the original check to the Provider at TRU·FI Credit Union, ATTN: Check Deposit Dept., 602 S 6th St., Macclenny, FL 32063. It is your sole responsibility to verify that items deposited using the Mobile Deposit Check Services have been received and accepted for deposit by the Provider. However, the Provider will email notification of items that are rejected by the next business day following rejection.

Business Days and Hours: You understand that Mobile Deposit Checks are reviewed and processed Monday thru Friday between the hours of 9:00 am and 5:00 pm, excepting federal holidays.

Funds Availability: You understand and agree that, for purposes of deposits made using the Mobile Deposit Check Services, the place of deposit is Macclenny, FL. With regard to the availability of deposits made using the Mobile Deposit Check Services, such funds will be available as set forth in the Funds Availability Policy within the Membership Agreement and Disclosures.

Accountholder's Warranties: You make the following warranties and representations with respect to each image of an original check you transmit to the Provider utilizing the Mobile Deposit Check Services:

- 1) Each image of a check transmitted to the Provider is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

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- 2) The amount, the payee, signature(s), and indorsement(s) on the original check are legible, genuine, and accurate.
- 3) You will not deposit or otherwise indorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- 4) Other than the digital image of an original check that you remotely deposit through the Provider's Mobile Deposit Check Services, there are no other duplicate images of the original check.
- 5) You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- 6) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 7) The information you provided in your Application remains true and correct and, in the event any such information changes, you will immediately notify the Provider of the change.
- 8) You have not knowingly failed to communicate any material information to the Provider.
- 9) You have possession of each original check deposited using the Mobile Deposit Check Services and no party will submit the original check for payment.
- 10) Files and images transmitted to the Provider will contain no viruses or any other disabling features that may have an adverse impact on the Provider's network, data, or related systems.

Storage of Original Checks: You must securely store each original check for a period of 90 days. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

Securing Images on Mobile Devices: When using Mobile Deposit Check Services, you understand that check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

Accountholder's Indemnification Obligation: You understand and agree that you are required to indemnify the Provider and hold the Provider harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Mobile Deposit Check Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

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 the Provider for deposit or a breach of this Agreement, you will

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immediately contact the Provider regarding such error or breach by telephone at (904) 259-6702, through the online chat service, or e-mail the Provider at administrator@truficu.org.

Limitation of Liability: You understand and agree that the Provider is not responsible for any indirect, consequential, punitive, or special damages, or damages attributable to your breach of this Disclosure and Agreement.

Charges for Use of the Services: All charges associated with the Mobile Deposit Check Services are disclosed in the Provider's Fee Schedule which may be found at www.TRUFICU.org or as part of the Membership Agreement.

Warranties: YOU UNDERSTAND THAT THE PROVIDER DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PROVIDER IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE PROVIDER'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms: The Provider may change the terms and charges for the Mobile Deposit Check Services indicated in this EULA by notifying you of such change in writing and may amend, modify, add to, or delete from this EULA from time to time. Your use of the Mobile Deposit Check Services after receipt of notification of any change by the Provider constitutes your acceptance of the change.

Termination of the Services: You may, by written request, terminate the Mobile Deposit Check Services provided for in this EULA. The Provider may terminate your use of the Services at any time upon written notice. In the event of termination of the Mobile Deposit Check Services, you will remain liable for all transactions performed on your Account.

Relationship to Other Disclosures: The information in these Sections applies only to the Mobile Deposit Check 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.

Periodic Statement: Any remote deposits made through the Mobile Deposit Check Services will be reflected on your monthly account statement. You understand and agree that you are required to notify the Provider of any error relating to images transmitted using the Mobile Deposit Check Services by no later than 60 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to the Provider's attention within such time period.

Limitations on Frequency and Dollar Amount: You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by the Provider.

Unacceptable Deposits: You understand and agree that you are not permitted to deposit the following items using the Mobile Deposit Check Services:

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- 1) Any item drawn on your account.
- 2) Any item that is stamped with a “non-negotiable” watermark.
- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is “stale dated” or “post dated.”
- 7) Savings Bonds.

Confidentiality: You acknowledge and agree that confidential data relating to the Provider’s Mobile Deposit Check Services, marketing, strategies, business operations, and business systems (collectively, “Confidential Information”) may come into your possession in connection with this EULA. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of the Provider’s Confidential Information.

Waiver: The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.