

American Southwest Credit Union
Remote Deposit Terms & Conditions

Description:

The remote deposit capture services (via Mobile Deposit or other scanning devices, hereafter referred to as "Services") are designed to allow you to make deposits to your checking or savings accounts from your camera-enabled mobile device or other scanner capable of capturing check images and information and electronically delivering the items and associated deposit information to the Credit Union or the Credit Union's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the software requirements; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. The Credit Union offers the benefits and convenience of the Services to you free. The Credit Union reserves the right to charge fees for the Services in the future. Your account must be in good standing for use of the Service.

Hardware and Software requirements:

You must have a scanner or a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Credit Union is not responsible for any third party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Services. You must install and test your scanner or Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Services. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Services, e-mail or the Internet. You agree that all images and files transmitted to us through the Services will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

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 American Southwest Credit Union (ASCU) that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

Availability of Funds:

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after ASCU receives payment for the funds submitted. ASCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and other such factors as ASCU, in its sole discretion, deems relevant.

Deposit Limits:

The Credit Union reserves the right to establish and assign to you deposit limits for the Services (including limits on the dollar amount and/or number of checks that you may transmit through the Services each day) and to modify such limits from time to time in the Credit Union's sole discretion, and you agree to comply with all such limits.

Fees and Charges:

The Credit Union currently offers the benefits and convenience of the Services to you at no charge. The Credit Union reserves the right to charge fees for the Services in the future.

Endorsements and Procedures:

You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY, or "FOR REMOTE DEPOSIT ONLY" (depending on the device used) ASCU account #____ or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as the Credit Union may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Credit Union account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Credit Union account jointly owned by all such payees. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Credit Union account using the Services. 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 ASCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for ASCU's audit purposes.

Check requirements (including image quality):

The image of an item transmitted to the Credit Union using the Services must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time of an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

Storage, security and destruction/disposal of the checks:

After you receive confirmation that we have received an image, you must securely store the original check for 14 business days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 14 business day retention period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Presenting checks more than once:

Once you have used the Service to deposit a check you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through the Services or by any other means. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Credit Union harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit from your Credit Union account the aggregate amount of any checks that that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Credit Union in our sole discretion.

Your Authentication method:

You agree that we are entitled to act upon instructions we receive with respect to the Services under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Credit Union Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Services with your Authentication Method, you authorize us to complete the requested transaction(s) through the Services. Any requests or instructions we receive from you through the Services using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, checks deposited, check images, changes to accounts or services or any other communication you provide us through the Services using your Authentication Method.

Rejection of deposits:

After we receive check images and all other required deposit information from you through the Services, we shall provisionally credit your designated account for the total amount of such checks. The provisional credit is subject to final payment of the checks and is also subject to your Credit Union Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Credit Union for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Credit Union relating to such deposits. The Credit Union is not liable for any service or late charges that may be imposed against you due to the Credit Union's rejection of any check that you transmit for deposit through the Services. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the Services in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, you must physically deposit the original check.

Unpaid checks:

Should you fail to produce the original check, you authorize us to deduct that amount from your account

You are solely responsible for verifying that checks that you deposit by using the Services have been received and accepted for deposit by the Credit Union. The Credit Union will provide you with notice of any deposits that it is unable to process because checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Credit Union credits your account for a check that is subsequently dishonored and returned, you authorize the Credit Union to debit the amount of such check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Credit Union in our sole discretion. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree, that since the original check is your property, it will not be returned and the Credit Union may charge back an image of the check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use the Services to deposit a substitute check and you may not deposit the original check through the Services or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

Duty to report errors:

The Credit Union will provide you with periodic statements that will identify the deposits that you make through the Services. In addition, you may access the Credit Union's Online Home Banking service for information about your deposits, return items, deposit adjustments, checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Credit Union makes available to you in a timely manner to verify that deposits made through the Services have been received and accepted by the Credit Union and are accurate. Receipt of a check by the Credit Union through the Services does not constitute an acknowledgement by the Credit Union that the check is error-free or that we will be liable for the check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Credit Union Account Agreement. You may notify us by e-mailing us at talktous@ascu.org, or writing to P.O. Box 370, Sierra Vista, AZ 85636 or calling us at 800-752-6394. You agree to cooperate in any investigation by the Credit Union of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Credit Union of any error, omission or other discrepancy in accordance with this Agreement and your Credit Union Account Agreement shall relieve the Credit Union of any liability for such error, omission or discrepancy.

Availability of service/Contingency:

In the event you are unable to capture, balance, process, produce or transmit a file to the Credit Union, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Credit Union location. The deposit of original checks at an office of the Credit Union shall be governed by the terms and conditions of the Understanding Your Account Brochure and not by the terms of this agreement.

ASCU cannot guarantee that connection to the Internet will not be impaired or disrupted and hereby disclaims any and all liability resulting from or related to such events. ASCU does not guarantee that the Service will be compatible with all computer systems and Internet browsers, routers, or firewalls.

ASCU reserves the right to deny, suspend, or revoke access to the Service immediately, on whole or in part, in its sole discretion, without notice if ASCU believes you are in breach of this agreement or otherwise using or accessing the Service inconsistent with the terms and conditions hereof. ASCU or its service provider shall have the right to suspend the Service immediately in the event of an emergency.

Data security:

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your scanning or mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 800-752-6394 and with written notice at American Southwest Credit Union Attn: Accounting at P.O. Box 370, Sierra Vista, AZ 85636 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Cooperation with Investigations:

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

Availability of Funds

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Services is received and accepted before 5:00 p.m. Central Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in three business days from the day of deposit. ASCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as ASCU, in its sole discretion, deems relevant.

Limitation of Liability

LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE CREDIT UNION NOR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY ARISING OUT OF YOUR USE OF THE SERVICE, WHETHER CAUSED BY THE CREDIT UNION, ITS SUBCONTRACTORS OR SERVICE PROVIDERS, AS WELL AS MEMBER'S USE OF THE SERVICE, EQUIPMENT, SCANNERS, OR SOFTWARE PROVIDED UNDER THIS POLICY. IN NO EVENT SHALL THE CREDIT UNION OR ANY OF ITS SUBCONTACTORS OR SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE, EQUIPMENT OR SOFTWARE USED BY THE MEMBER OR CREDIT UNION IN CONNECTION WITH OPERATION OF THE SERVICE, EQUIPMENT, SCANNERS OR SOFTWARE.

Governing Law.

This agreement will be governed by and interpreted in accordance with federal laws and regulations, and to the extent there is no applicable federal law or regulation, by the State of Arizona.

Subcontractors

ASCU may use third party service providers to provide some or all of the Service under this agreement on behalf of Credit Union.

Amendments

Unless applicable law provides otherwise, this agreement may be amended by notice sent electronically or by mail to you at your last address known to ASCU to be effective not less than thirty

(30) days after the day transmitted or mailed. ASCU shall not be bound by any modification of this agreement unless ASCU expressly agrees to the modification in writing. You shall have the right to terminate the agreement prior to the effective date of the amendment. By choosing to continue using the Service, you will have accepted the amendments. This agreement supersedes all prior agreements and amendments.

Acknowledged by:

[RDC Member Printed name]

[Account #(s) enrolled]

[RDC Member signature]

Address

FI Signature

Address

Date

Phone # and email address

Company Login Name (if applicable)

Daily/Monthly deposit limits