

## Mobile Check Capture Service

Mobile Check Capture Deposit Service allows you to use the camera on your mobile device to take a picture of a check and deposit it into your account at Christian Financial Credit Union. The features of this Service are subject to change from time to time. We reserve the right, in our sole discretion, to add Services, eliminate Services, or otherwise modify the terms or features of any Service. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

### **Limitations of Service**

When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. This Service has qualification requirements, and we reserve the right to change the qualifications at any time without notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or to terminate your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

### **Eligible Christian Financial Credit Union Accounts**

You may use the Service to deposit into any credit union checking account, money market, and/or savings accounts. Retirement and certificate accounts are not eligible. Your accounts must be in good standing and you must be the owner, joint owner, or authorized signer of the account into which you attempt to make a deposit. We reserve the right to restrict access to your accounts at any time without prior notice. You may not use the Service to deliver a check to us to make a payment on your credit card account or any other loan account you have with us.

### **Deposit Limits**

We have established a \$1500.00 daily limit that you may transmit using the Service, and may modify those limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits that deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times. You can view your limits within the credit union's Mobile Banking application.

### **Ineligible Items (Items which may not be deposited through the Service)**

You agree to image and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the image of the check transmitted to Christian Financial Credit Union shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not image and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person other than you.
- Checks made payable to persons or entities other than you or your business on business accounts.
- Checks that have been altered in any way, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks previously returned not payable as a result of insufficient funds, stop payment, or other related reasons.
- Savings Bonds.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks that are postdated for after the date of deposit.
- Checks or items prohibited by Christian Financial Credit Union's current procedures relating to the Service or which are otherwise not acceptable under the terms of your credit union account. Please contact us for current information concerning which items fall within this category.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks that have previously been submitted through the Service or through a remote deposit capture Service offered at any other financial institution or that have otherwise been deposited with Christian Financial Credit Union or any other financial institution, including checks that have been returned unpaid.

### **Endorsements and Procedures**

You agree to endorse each check transmitted through the Service with your signature and/or business as it appears on the check and include your CFCU Account Number. You also agree to follow all other procedures and instructions for use of the Service as Christian Financial Credit Union may establish from time to time.

### **Receipt of Items**

We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive, such as an image that is dropped during transmission. Submission does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We reserve the right to charge back to your account at any time any item that was subsequently returned to us or that we subsequently determine was an ineligible item. You agree that the credit union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Availability of Funds**

You understand and agree that items transmitted using the Service are not subject to the funds availability requirements of Reg. CC or our Funds Availability Policy as it applies to items you deposit in person.

Funds are normally received within 2 business days. Items received before 3:00PM EST will be posted the same business day. Items received after 3:00PM EST will be posted the following business day.

Christian Financial Credit Union 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 Christian Financial, in its sole discretion, deems relevant. For the purposes of this Addendum, a business day is Monday through Friday, excluding all holidays observed by the Federal Reserve System.

In some cases, we may not make funds deposited using the Service available in accordance with this general policy. Should this occur a communication will be sent to you informing you as to when your funds will be available. In the event we receive an item you transmit through the Service where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases, we will notify you of this action.

**Disposal of Transmitted Items**

You agree to retain the original copy of each check that you transmit through this Service for at least sixty (60) calendar days from the date of the image transmission. After that 60-day period, you agree to destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to promptly provide it to Christian Financial Credit Union upon request and agree that we may retain it or present it through the banking system for payment (if not previously paid) if we so desire. We will give you a receipt for any check we choose not to return to you.

**Presentment**

The manner in which any item transmitted through the Service is cleared, presented for payment, and collected shall be in Christian Financial Credit Union's sole discretion, subject to the account agreement governing your account in which the item is deposited.

**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 the original check again for deposit through the Service or by any other means. If you or anyone presents a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend, and hold Christian Financial 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 your Christian Financial account the aggregate amount of any checks 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 of your other accounts with Christian Financial Credit Union in our sole discretion.

### **Errors**

You agree to notify the credit union of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable Christian Financial Credit Union account statement is sent. Unless you notify Christian Financial Credit Union within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Christian Financial Credit Union for such alleged error.

By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Christian Financial Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

### **Your Promises and Indemnification**

You promise to Christian Financial Credit Union that:

- You are responsible for all transactions made or authorized on your account using this service.
- You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your 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 not transmit any ineligible items.
- You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of the check transmitted to Christian Financial Credit Union is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.
- You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate.
- You will not deposit or present the original item again once you have successfully deposited it through Mobile Deposit.
- All information you provide Christian Financial Credit Union is accurate and true.
- You will comply with this Addendum and all applicable rules, laws, and regulations in using this Service.

You agree to indemnify and hold Christian Financial Credit Union harmless from any loss resulting from your breach of these promises.

### **Cooperation with Investigations**

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

### **Enforceability**

We may waive enforcement of any provision of this Agreement. No waiver or breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any terms of this Agreement shall be deemed invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

### **Obtaining a Christian Financial Credit Union Mobile App**

Not all Mobile Banking App features are currently available on all mobile devices or with all operating systems. Availability depends on the mobile device's operating system and capabilities (such as a notification system or a built-in camera). Wireless carrier fees may apply. Check with your communications service provider for message and data charges.

For Android™: you must download the free Christian Financial Credit Union Mobile App from the Google Play Store and enroll in Christian Financial Credit Union Mobile Banking.

For iPhone® you must download the free Christian Financial Credit Union App from the App Store and enroll in Christian Financial Credit Union Mobile Banking.

*Android™ is a trademark of Google Inc. Use of this trademark is subject to Google Permissions.*

*iPhone® is a trademark of Apple Inc., registered in the U.S. and other countries. App Store is a Service mark of Apple Inc.*

### **Amendments to Addendum**

The terms and conditions of this Addendum are subject to change from time to time. We reserve the right, in our sole discretion, to add Services, eliminate Services, or otherwise modify the terms or features of any Service. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.