



Transportation Federal Credit Union

MOBILE DEPOSIT SERVICES DISCLOSURE AND AGREEMENT

Effective: August 2014

In this Disclosure and Agreement, the words “you,” “and “your,” mean the member that applied for and/or uses Mobile Deposit Services (the “Services”) described in this Disclosure and Agreement. The words “we,” “us,” and “our” mean Transportation Federal Credit Union. The word “account” means any one (1) or more savings and checking accounts you have with the Credit Union. Your use of the Mobile Deposit Service, our notification of approval of your use, and your Transportation Federal Credit Union Account Agreement and Disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and your Application, our approval, or the Account Agreement, this Disclosure and Agreement will control.

Use of the Services. Following receipt of our notification approving your use of the Services, you are authorized by us to remotely deposit paper checks you receive to your account with us (the “Account”) by electronically transmitting a digital image of the paper checks to us for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image via onscreen messaging and/or email notification. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our 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 the Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our 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 Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

August 2014



Compliance with Law. You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. 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 us 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 us 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 endorse the back of the check with a restrictive endorsement by applying your signature and the legend, "**For Mobile Deposit Only, Transportation FCU.**" The image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted 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 endorsements 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. We are not liable for any service or late charges levied against you due to our 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 we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your Account, in the event such item is dishonored, you authorize us to debit the amount of such item plus applicable fees from the Account.

Email Address. You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of mobile deposit items.

Unavailability of Services. You understand and agree that the 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 the Services are unavailable, you acknowledge that you can deposit an original check at our branches or through our ATMs or by mailing the original check to us at P.O. Box 25947, Alexandria, VA 22313. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us. However, we will email notification of items that are rejected by the next business day following rejection.



Business Days and Hours. Transportation Federal Credit Unions business days and hours are Monday through Friday, 8:30am- 5:00 pm, excluding Federal Holidays.

Funds Availability. You understand the funds for the checks that you deposit may not be immediately available to you. The funds for all accepted Checks will be available in accordance with the credit union's Funds Availability Policy as amended from time to time, a copy of which is incorporated by reference into this Agreement. To view the document, click: <https://webidiz.net/userfiles/trans/Forms/FundsAvailabilityPolicy.pdf>. You understand and agree that the credit union shall not be deemed to have received a Check deposit through the Service until we notify you via onscreen messaging and/or email that we received the Check deposit. You understand and agree that for purposes of deposits made using the service, the place of deposit is Alexandria, VA.

Internal Controls and Audit. You understand Mobile Deposit limits may change at any time without prior notification. Furthermore you understand that Transportation Federal Credit Union reserves the right to revoke this service, reject or adjust any deposits upon submission of the scanned items.

Your Warranties. You understand and agree that you are required to indemnify us and hold us harmless against any all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You make the following warranties and representations with respect to each image of an original check you transmit to us utilizing the Services:

- 1) Each image of a check transmitted to us 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.
- 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- 3) You will not deposit or otherwise endorse 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 our Services, there are no other duplicate images of the original check.
- 5) 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 us of the change.
- 8) You have not knowingly failed to communicate any material information to us.
- 9) You have possession of each original check deposited using the Services and no party will submit the original check for payment.
- 10) Files and images transmitted to us will contain no viruses or other disabling features that may have an adverse impact on our network, data, or related systems.

Storage of Original Checks. Upon receipt of a confirmation from us that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “Void” and to properly dispose of the item to ensure that it is not represented for payment. You agree to retain checks, or a sufficient copy of the front and back of the items, for a period of at least 30 days and agree to promptly provide these to us if requested in order to aid in the clearing and collection process, resolve claims by third parties with respect to any items, or support our audits. 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, 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.



Security Requirements. To prevent unauthorized usage of the Services, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Services. By securing these devices, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Additionally, the Credit Union may also request additional information from you

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 you for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach as set forth below.

Telephone us at: 202-366-9400 or 800-368-8432

or e-mail us at: mobile@transfcu.org

Limitation of Liability. You understand and agree that we are 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 Services are disclosed in our (Fee Schedule) which accompanies this Disclosure and Agreement.

Warranties. YOU UNDERSTAND THAT THE CREDIT UNION 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 FINANCIAL INSTITUTION 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 CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms. We may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the Services after receipt of notification of any change by us constitutes your acceptance of the change.

Termination of the Services. You may, by written request, terminate the Services provided for in this Disclosure and Agreement. We may terminate your use of the Services at any time upon



written notice. In the event of termination of the Services, you will remain liable for all transactions performed on your Account.

Relationship to Other Disclosures. The information in these Disclosures applies only to the 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.

Governing Law. You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with federal laws and regulations and the laws of Virginia, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of Virginia.

Periodic Statement. Any mobile deposits made through the Services will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the 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 our 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 us.

Unacceptable Deposits. All checks deposited using the Services are subject to acceptance by us. You understand and agree that you are not permitted to deposit the following items using the Services:

- 1) Any item drawn on any account with us of which you are an owner.
- 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 or not paid in US dollars.
- 5) Any item that is incomplete.
- 6) Any item that is “stale dated” or “post dated.”
- 7) Savings Bonds



- 8) Checks previously submitted for deposit.
- 9) Checks purported to be a lottery or prize winning.
- 10) Any third party check(s) i.e., any item that is made payable to another party and then endorsed to you.
- 11) Any insurance draft or other item containing a restrictive endorsement.

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