

Remote Deposit Capture User Agreement (“Agreement”):

This Agreement contains the terms and conditions for the use of White Sands Federal Credit Union’s (“WSFCU”, “us,” or “we”) Mobile Check Deposit and/or other remote deposit capture services (“Services”) that we or our affiliates may provide to you (“you,” or “User”). Other agreements you have entered into with WSFCU, including the Membership & Account Agreement, Electronic Funds Transfer Agreement and other Disclosures governing your WSFCU account, are incorporated by reference and made a part of this Agreement.

ACCESS AND AGREEMENT

By accessing and/or using this service, or by authorizing others to use them, you agree to the following terms and conditions of the service. However, you continue to remain subject to any terms and conditions of any existing agreements with any unaffiliated service providers such as AT&T, Verizon, etc..... This agreement is not intended to supersede any of those agreements. Neither WSFCU nor any of our service providers assume responsibility for the operation, security, functionality or availability of any related network, wireless device or mobile network which you may utilize to access the Services.

LIABILITY

Availability, timeliness and the proper functioning of the Services will be dependent upon many factors such as, your wireless device location, network availability, signal strength, hardware, software and your particular wireless device in general. Neither we nor our service providers shall be liable for any loss or damage caused by these factors or for any actions taken in reliance thereon, including service interruptions, inaccuracies, delays or loss of personalized settings.

WSFCU reserves the right to modify the Services at any time. You, the user, will be responsible for determining how to use the modified application. We will not be liable for any such loss incurred by improper use of the service.

This mobile check deposit application is being provided “As is” with no warranty of any kind. You agree to exercise caution when utilizing the service on your wireless device and to use discretion when obtaining or transmitting information.

Failure of the service due to natural disaster such as, fire, earthquake or flood, as well as any failure or delay of transportation, power, communications system or similar circumstance beyond our control will not be the liability of WSFCU or our service providers.

WSFCU reserves the right to discontinue the Services at any time without notice if we discover or suspect that a User is presenting fraudulent items or using the product to perpetuate a fraud that could result in a loss.

Eligible items

You agree to deposit only checks as defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to WSFCU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in New Mexico. You agree that you will not use the Services to deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you.
- b. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which 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 or item is drawn.
- c. Checks or items previously converted to a substitute check, as defined in Reg CC.
- d. Checks or items drawn on a financial institution located outside the United States.
- e. Checks or items that are remotely created checks, as defined in Reg CC.
- f. Checks or items not payable in United States currency.
- g. Checks or items dated more than 6 months prior to the date of deposit.
- h. Check or items post-dated, dated after the date of deposit

Image and MICR Quality

The image of an item transmitted to WSFCU using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. The following information should be clearly readable and understood by sight review of such image.

- a. The front of the check
- b. The back of the check
- c. The amount of the check
- d. The payee of the check
- e. The signature of the drawer of the check
- f. The date of the check
- g. The check number

Member shall also capture and transmit to WSFCU the full-field MICR encoding of each check.

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Services as "For Mobile Deposit only, WSFCU Account #_" or as otherwise instructed by WSFCU. You agree to follow any and all other procedures and instructions for use of the Services as WSFCU may establish from time to time.

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 WSFCU 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 WSFCU receives payment for the funds submitted. WSFCU 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 WSFCU, in its sole discretion, deems relevant.

Disposal of Transmitted Items

Upon your receipt of a confirmation from WSFCU that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID to ensure that it is not presented again for payment. And, you agree never to present the item again for payment. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to WSFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for WSFCU’s 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 Services and to modify such limits from time to time.

DISCLAIMER OF WARRANTIES

YOU AGREE YOUR USE OF THE SERVICES 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. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (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 SERVICES 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 PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WSFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

User warranties and indemnification

You warrant to WSFCU that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to WSFCU is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless WSFCU from any loss for breach of this warranty provision

Security Recommendations

Install an anti-virus app (Avast, AVG, Kaspersky, Norton, Trend are some popular utilities). Always read the permissions of every app before installing it. Watch for unusual app permission requests. Download apps from trusted sources only. Avoid installing Android apps from third-party websites or unreliable sources. Always protect your mobile device with a password or screen pattern. Never view or share personal information over a public WiFi network. Use a backup or security application for the data stored on your Android device or iCloud backup for iPhones. Avoid jail breaking or rooting your phone. Keep the phone up to date. Don't put off downloading updates.