



## **Mobile Deposit Terms and Conditions**

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean, the member that applied for and/or uses any of the Mobile Deposit - Remote Deposit Capture Services (the "Services") described in this Disclosure and Agreement. The words "you," "your," and "yours" mean South Florida Educational Federal Credit Union. The South Florida Educational Federal Credit Union [All About Your Accounts Disclosure](#) is hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement or the Account Agreement, this Disclosure and Agreement will control.

**Use of the Services.** Following my acceptance of this agreement, I am authorized by you to remotely deposit paper checks through the Mobile Deposit application. I can remotely deposit checks I receive to my account with you (the "Account") by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements set forth by South Florida Educational Federal Credit Union. (South Florida Educational Federal Credit Union iOS and Android Application version 2.3 or higher and/or a TWAIN compliant scanner for desktop use.) Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via onscreen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors. I understand that I am responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I 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.

**Guarantee Specific to Deposits Received for Credit to a Business Account:**

My use of the Services for the purpose of depositing to a Business Account constitutes my understanding and agreement that I may be personally liable for any expenses South Florida Educational Federal Credit Union incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with South Florida Educational Federal Credit Union enforcing this Guarantee. This Guarantee shall benefit the South Florida Educational Federal Credit Union and its successors and assigns.

**Compliance with Law.** I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you 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 my Account and this Agreement.

**Check Requirements.** Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check. The image of the check transmitted to you 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.** You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to the Account due to an



## South Florida Educational Federal Credit Union

item being returned.

**Items Returned Unpaid.** An email notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

**Email Address.** I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items or communicate to you regarding any remote deposit items, if necessary.

**Unavailability of Services.** I 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, I acknowledge that I can deposit an original check at your branches or by mailing the original check to you at South Florida Educational Federal Credit Union, PO Box 830370, Miami, FL 33283. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

**Business Days and Hours.** South Florida Educational Federal Credit Unions business [days and hours are listed here](#), excluding Federal holidays.

[South Florida Educational Federal Credit Union Operating Hours and Contact Information](#)

### SPECIAL ENDORSEMENT STANDARDS

The Federal Law regarding funds availability requires the Financial Institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings.

You will not be responsible for any damages incurred in the event I deposit an item that is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by me or a prior endorser on the back of the check.

In the event that I draw a check on my Checking or Loan Account with you, I am responsible for any delay or misrouting of the check caused by markings placed on the check by me that obscure any depository endorsements placed by you or your agent and I agree to hold the Credit Union harmless and indemnify you from any liability due to such delay or misrouting.

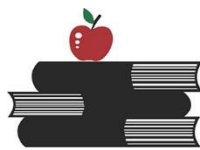
Checks must be made payable to a primary or joint member on the account.

### Internal Controls and Audit.

Mobile Deposit deposit limits may change at any time without any prior notification. South Florida Educational Federal Credit Union reserves the right to revoke this service, reject or adjust any deposits upon submission of the scanned items.

**Accountholder's Warranties.** I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

1. Each image of a check transmitted to you 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. I 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 I remotely deposit through your Services, there are no other duplicate images of the original check.



## South Florida Educational Federal Credit Union

5. I 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. I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. I have not knowingly failed to communicate any material information to you.
8. I have possession of each original check deposited using the Services and no party will submit the original check for payment.
9. Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

**Storage of Original Checks.** I must securely store each original check. Checks deposited using the Service will be retained for a period of 60 days after transmission to you. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

If I am using the Service to deposit items into an account in the name of a Business to which I am a party I understand this means the original check(s) must be accessible only under dual control by my authorized personnel. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening.

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

**Accountholder's Indemnification Obligation.** I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

**In Case of Errors.** In the event that I 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, I will immediately contact you regarding such error or breach by phone at 305-270-5250.

**Limitation of Liability.** I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement. **Charges for Use of the Services.** All charges associated with the Services are disclosed in your [Schedule of Fees](#) which accompanies this Disclosure and Agreement.

**Warranties.** I UNDERSTAND THAT SOUTH FLORIDA EDUCATIONAL FEDERAL 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. SOUTH FLORIDA EDUCATIONAL FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR SOUTH FLORIDA EDUCATIONAL FEDERAL CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SMARTPHONE, TABLET, SOFTWARE, OR OTHER EQUIPMENT.

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

**Termination of the Services.** I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time without notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

I understand that any violation of this Agreement on my part, including unlawful use or abuse of the Service, may result in suspension of the Service and other account restrictions at your discretion. The Service is provided at your discretion and may be revoked at any time.



## South Florida Educational Federal Credit Union

**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.** I 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 the internal laws of the State of Florida, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of Florida.

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

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

**Unacceptable Deposits.** I understand and agree that I am not permitted to deposit the following items using the Services:

1. Any item drawn on my account or my affiliate's 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
8. Any third party check, item(s) made payable to someone other than myself or other authorized signers on the account.
9. Any item with a restrictive endorsement.

**Confidentiality.** I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your 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.

**Relationship.** This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

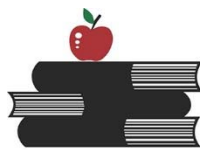
### SYSTEM REQUIREMENTS MOBILE DEPOSIT SERVICES

URL: <https://www.sfefcu.org/mobiledeposit>  
Requirements: PDF Reader

### INFORMATION ABOUT YOUR ABILITY TO WITHDRAW FUNDS AT SOUTH FLORIDA EDUCATIONAL FEDERAL CREDIT UNION

**Funds Availability.** I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Miami, FL. With regard to the availability of deposits made using the Services, such funds will be available as set forth below:

You will delay the availability of funds that I deposit in my account. During the delay, I may not withdraw the funds in



## South Florida Educational Federal Credit Union

cash, and you will not use the funds to pay checks that I have written. Once funds are made available to me and I have withdrawn them, I am still responsible to the Credit Union for any problems regarding the deposit, such as checks that were deposited being returned unpaid.

### **Determining the availability of a deposit**

The length of the delay is counted in business days from the day of my deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If I make a deposit before 5 p.m. on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make the deposit after 5 p.m. or on a day you are not open or on a Saturday, Sunday or federal holiday, you will consider that the deposit was made on the next business day you are open. The length of the delay varies depending on the type of deposit and is explained below.

### **Mobile Deposit Funds Availability Policy**

Check images transmitted using the Service and the funds represented by the checks are not subject to the funds availability requirements of Federal Reserve Board Regulation CC.

South Florida Educational Federal Credit Union's policy is to make funds available as follows: The first \$200 from a deposit of checks will be available on the day of my deposit. I will only receive one \$200 credit per day, even if I deposit more than one check using the Service. Any remaining funds will be available on the *third* business day after the day of deposit.

For example, if I deposit a check of \$1,700 on Monday, \$200 of the deposit is available on Monday. The remaining \$1,500 is available on Thursday.

### **Longer delays may apply**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- You believe a check I deposit will not be paid.
- I deposit checks totaling more than \$5,000 on any one day.
- I redeposit a check that has been returned unpaid.
- I have overdrawn my account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

You will notify me if you delay my ability to withdraw funds for any of these reasons, and you will tell me when the funds will be available. They will generally be available no later than the *seventh* business day after the day of my deposit.

Last Updated: 03/17