



Mobile Deposit/Remote Deposit Capture (RDC) Agreement

This Agreement contains the terms and conditions for the use of Tomah Area Credit Union's Mobile deposit service. Other agreements you have entered into with Tomah Area Credit Union, including the Depository Agreement and Disclosures governing your TACU account, are incorporated by reference and made a part of this Agreement.

1. Services. The remote deposit capture services ("Mobile Deposit") are designed to allow you to make deposits to eligible accounts in remote locations by scanning checks, delivering the images and associated deposit information to TACU or TACU's designated processor. Any fee for Mobile Deposit will be disclosed on the most recent Fee Schedule, available at a branch or on the Tomah Area Credit Union website.

2. Acceptance of Terms. Your use of the Mobile Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, through our app or on our website(s) by providing a link to the revised Agreement. Your continued use of Mobile Deposit will indicate your acceptance of the revised Agreement. Further, TACU reserves the right, in its sole discretion, to change, modify, add or remove portions from Mobile Deposit. Your continued use of Mobile Deposit will indicate your acceptance of any such changes to Mobile Deposit.

3. Use of Services. Following Tomah Area Credit Union's approval and your acceptance of this Agreement, you are authorized by Tomah Area Credit Union to remotely deposit paper checks through the Tomah Area Credit Union App to your account with us (the "Account") by electronically transmitting to Tomah Area Credit Union digital images of paper checks. Your use of the Services constitutes your acceptance of the terms and conditions of this Agreement. You agree to comply with the hardware and software requirements set forth by Tomah Area Credit Union. Upon receipt of the digital image, Tomah Area Credit Union will review the image for acceptability. You understand and agree that receipt of an image does not occur until after Tomah Area Credit Union notifies you of receipt of the image via onscreen messaging and/or email notification. You understand that, in the event you receive a notification from Tomah Area Credit Union confirming receipt of an image, such notification does not mean the image contains no errors. You understand that you are responsible for any information you transmit to Tomah Area Credit Union. Tomah Area Credit Union is not responsible for any image that it does not receive. Following receipt of the image, Tomah Area Credit Union may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, Tomah Area Credit Union reserves the right, within its 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 Tomah Area Credit Union against any loss Tomah Area Credit Union suffers because of its acceptance of remotely deposited checks.

4. Limitations of Service. When using Mobile Deposit, you may experience technical or other difficulties. The credit union cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. There may be qualification requirements for use of Mobile Deposit, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit, in whole or in part, immediately and at any time without prior notice to you.

5. Eligible items. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that you will not use Mobile Deposit to scan and deposit any checks or other items as shown below:

1. Checks or items payable to any person or entity other than you.
2. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
3. 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.
4. Checks or items previously converted to a substitute check, as defined in Reg CC.

5. Checks or items drawn on a financial institution located outside the United States.
6. Checks or items that are remotely created checks, as defined in Reg CC.
7. Checks or items not payable in United States currency.
8. Checks or items dated more than 6 months prior to the date of deposit.
9. Checks or items prohibited by TACU's current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your TACU account.
10. Checks or items on which a stop payment order has been issued, drawn on a closed account, or for which there are insufficient funds.

Nothing in the Agreement should be construed as requiring Tomah Area Credit Union to accept any check or item for deposit, even if Tomah Area Credit Union has accepted that type of check or item previously. Nor shall Tomah Area Credit Union be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Agreement.

6. Security of Your Mobile Device and Account Information. You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

7. Image Quality. The image of an item transmitted to Tomah Area Credit Union using Mobile Deposit 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. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

8. Endorsements and Procedures. Before transmission, you agree to restrictively endorse any item transmitted through Mobile Deposit as "For Mobile deposit at Tomah Area CU only, Account # _____" and signature endorsement or as otherwise instructed by TACU. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as TACU may establish from time to time. The Federal Law regarding funds availability requires the Financial Institution's endorsement area on the back of a check be kept clear or unobstructed.

9. Receipt of Items. We reserve the right to reject any item transmitted through Mobile Deposit, 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 TACU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or that funds will be credited for that check or item.

10. Availability of Funds. You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using Mobile Deposit will be available after TACU receives payment for the funds submitted. TACU 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 TACU, in its sole discretion, deems relevant.

11. Disposal of Transmitted Items. Upon your receipt of a confirmation from TACU 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 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 TACU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for TACU's audit purposes.

12. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using Mobile Deposit and to modify such limits from time to time.

13. Equipment. To use the Service, you must have a supported mobile device (e.g., smartphone, iPad, etc.) with a supported camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Service.

14. Errors. You agree to notify TACU of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable TACU account statement is sent. Unless you notify TACU within 60 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against TACU for such alleged error.

15. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in TACU's sole discretion subject to the Depository Agreement and Disclosures governing your account.

16. Ownership & License. You agree that TACU retains all ownership and proprietary rights to Mobile Deposit, associated content, technology and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement.

17. Cancellation by You; Termination or Refusal by Us. You may cancel the Service at any time, allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We will have no obligation to honor any instructions, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service; (iv) is not in accordance with any other requirements stated in this Agreement or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor.

18. User warranties and indemnification. You warrant to the credit union that:

- a. You will only transmit eligible items that you are entitled and items will include all signatures.
- 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 Tomah Area Credit Union is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You agree to indemnify and hold harmless TACU from any loss for breach of this warranty provision.

19. Geographic Constraints. You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control.