



Mobile Deposit Terms and Conditions

1. Service and Service Terms. The following terms and conditions apply to PFCU MOBILE DEPOSIT SERVICE (“Service”) that PFCU may provide to its Member. The Member accepts and agrees that the Service or any portion of the Service may be provided by one or more subcontractors. The provisions of PFCU’s “Terms and Conditions of Your Account” agreement and applicable service terms are incorporated into this Agreement by reference.

2. Overview and definitions. This Agreement states the terms and conditions by which PFCU will deliver to the Member, the Service, as described below:

a. **“Member”** means a person that has a membership with PFCU.

b. **“Business Day”** means any day which PFCU is open to conduct substantially all of its services, but does not include Saturday 12:00 PM Noon or after, Sundays or PFCU holidays.

c. **“Scanner”** means any device acceptable to the Credit Union, which provides for the capture of an image(s) from original items and for transmission through a clearing process.

d. **“Item”** means a check, paper item, or an electronic item (i.e. an electronic image of an item together with information describing that item). Acceptable items include personal checks, government checks, business checks, money orders, traveler’s checks and cashiers or certified checks drawn on a US financial institution and in US funds. The image of a check that is transmitted for deposit must accurately and legibly provide all the information on the front and back of the check prior to being scanned. The scanned image of the check transmitted must accurately and legibly provide, among other things, the following:

(i) 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

(ii) 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.

e. **“Service”** means the specific Mobile Deposit Service provided by PFCU. The Service shall be provided for items received with a consumer or business purpose being deposited into an account at PFCU.

Third party checks are not allowed using the Mobile Deposit service.

f. **“Service Start Date”** means the date that the Service is first made use of by the Member.

g. **“Technology”** means Credit Union or its subcontractor’s deposit capture applications and processes designed to facilitate the electronic clearing of Items. Said applications are accessed through scanners, utilizing software and hardware provided by or acceptable to Credit Union, and are proprietary access points to payment processing networks and systems used to complete the clearing of items. Technology may include but is not limited to Member service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by PFCU or its subcontractors and used in the provision of Services hereunder.



h. "Access Systems" means all services, hardware, software and other technology necessary to access the Service.

i. "Subcontractors" means any third party service provider of the Service.

j. "Term" shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

3. Member Obligations; Suspension of Service.

a. **Member Responsibilities.** To access your account(s) with the Credit Union, the Member must have an eligible checking account with the Credit Union, and have an established valid email address. When using the Service, Member shall provide, at Member's sole cost and expense, all Access Systems and Member shall be solely responsible for installing, maintaining, securing and supporting all such Access Systems.

PFCU is not responsible for any error or failures from any malfunction of any Access Systems, and PFCU is not responsible for any virus or related problems that may be associated with the access to or use of the Service. PFCU does not guarantee that the Service will be compatible with all mobile devices, routers or firewalls. Further, PFCU does not and cannot control the flow of data to or from Credit Union's network, its service provider's networks or other portions of the Internet. Accordingly, PFCU cannot guarantee that Member's connection to the Internet will not be impaired or disrupted, and PFCU hereby disclaims any and all liability resulting from or related to such events.

SUPPORTED DEVICES

- All iPhones with a camera and operating system newer than 4.3
- All iPods with a camera and operating system newer than 4.3
- iPad 3 and iPad 4
- Any Android device with a camera

b. **Withdrawal of Access/Suspension of Service.** PFCU reserves the right to deny, suspend or revoke access to the Service immediately, in whole or in part, at its sole discretion, without notice if PFCU believes Member is in breach of this Agreement or otherwise using or accessing the Service inconsistent with the terms and conditions hereof. Further, PFCU or its subcontractor shall have the right to suspend the Service immediately in the event of an emergency.

c. **Handling of Transmitted Items.** Member shall be responsible for safekeeping and destruction of original items which are scanned, transmitted electronically and deposited using the Service and indemnifies and holds PFCU harmless from any liability with respect to;

- (i) the safekeeping, use or destruction of the original items after they are scanned, transmitted and deposited electronically using the Service, or
- (ii) any Items being submitted for deposit or presented for payment more than once.

There are no laws or regulations that state how long original items should be retained prior to destruction, therefore, retention time-frames are set at the Member's discretion. It is recommended however, that member at a minimum; securely store each original check for a period of 60 days. Within those 60 days the member needs to take appropriate security measures to safeguard the original checks transmitted to PFCU for crediting. Please notate "MOBILE DEPOSIT" on the back of the check prior to storing.



d. In Case of Errors.

In the event that the member believes there has been an error with respect to any original check or image thereof transmitted to PFCU for deposit, member will immediately contact PFCU regarding such an error. PFCU hours of operations are as follows:

Monday through Thursday: 9:00 AM to 5:00 PM EST

Friday: 9:00 AM to 5:30 PM EST

Saturday: 9:00 AM to 12:00 PM EST

Telephone Number: (844) 517-3611

e. Account Statement Examination. Unless Member notifies PFCU of any errors to deposits made through the Service within 60 days after the applicable account statement is mailed or otherwise provided to Member, such statement regarding all deposits made through the Service shall be deemed to be correct.

f. Processing of Items. Images of items transmitted by Member are not considered received by PFCU until Member has been forwarded an electronic receipt confirmation of the deposit from the Credit Union. However, receipt of the confirmation from PFCU does not mean that the transmission was error free or complete. Items meeting PFCU mobile deposit Service criteria transmitted by the Member and received by PFCU or its subcontractors are subject to the following deposit cutoff schedule:

Monday through Friday: 9:00 AM to 5:00 PM (EST) - Items transmitted during this time are eligible for credit on the same business day.

Saturday: 9:00 AM to 12:00 PM (EST) - Items transmitted during this time are eligible for credit on the same business day.

Items received after the cutoff time, on holidays or weather related closures of the Credit Union are eligible for credit on the next successive business day.

All items transmitted during or after cutoff times are subject to daily item or deposit limit restrictions set by the Credit Union. PFCU may at its sole discretion, without prior notice to Member, change item or deposit limits.

g. Check Endorsement Requirements.

Prior to scanning a check, member will endorse the back of the check. Member's endorsement will include signature and the applicable account number. A two party check that is not endorsed by both parties will not be accepted for deposit. If the check is payable to the member and joint member both must endorse the check. Third party checks will not be accepted for deposit, i.e., any item that is made payable to another party and then endorsed to the member by such party.

h. Funds Availability. Deposited funds will be available in accordance with the Funds Availability Policy disclosure. Any crediting of the Member's account for items deposited via this Service is provisional, subject to verification and final settlement. Any dishonored items will be returned as an image of the original or as a substitute check. Any dishonored item is subject to a fee according to the PFCU's Fee Schedule at the time of the return.

i. Fees: Currently PFCU members will not be charged any fees for the use of Mobile Deposit Service.



4. Warranties and Disclaimers

a. Member shall not use the Service in any way that could potentially harm Credit Union's network or sites, or the network or sites of its third party service providers. Member shall not use the Service in any way that:

- (i) transmits any item or other materials via the Service that is deceptive or fraudulent;
- (ii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing banking and criminal activity);
- (iii) transmits or distributes any viruses, worms, time bombs, Trojan horses, or other destructive software of devices;
- (iv) attempts to break or circumvent security, or in fact, breaks or circumvents security of any computer network of Credit Union, its subcontractors or service providers.

Member shall not nor shall they permit or assist others to abuse or fraudulently use the Service. Member makes the following warranties and representations with respect to each image of an original check transmitted to PFCU utilizing Mobile Deposit:

- (i) Checks Deposited. Each image of a check transmitted to PFCU 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;
- (ii) Endorsements. Member(s) will properly endorse each item by signing the back of each check and indicating the depository account number;
- (iii) Image Quality. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate;
- (iv) No duplicates. Member will not:
 - (a) create duplicate images of the checks,
 - (b) transmit a duplicate image or file to PFCU or another financial institution
 - (c) deposit or otherwise negotiate the original of any check of which an image was created
 - (d) endorse to a third party the original item
 - (e) and no person will receive a transfer, presentment, or return of or otherwise be charged for, the item such that the person will be asked to make payment based on an item already paid.

b. **Disclaimer.** PFCU warrants that the Service shall be performed in a workmanlike and professional manner consistent with banking industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND PFCU HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

5. LIMITATION OF LIABILITY

a. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PFCU NOR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY ARISING OUT OF YOUR USE OF THE SERVICE, WHETHER CAUSED BY THE CREDIT UNION, ITS SUBCONTRACTORS OR SERVICE PROVIDERS, AS WELL AS MEMBER'S USE OF THE SERVICE, EQUIPMENT, SCANNERS, OR SOFTWARE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL THE PFCU OR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE, EQUIPMENT OR SOFTWARE USED BY THE MEMBER OR PFCU IN CONNECTION WITH OPERATION OF THE SERVICE, EQUIPMENT, SCANNERS OR SOFTWARE.



6. Termination.

a. Termination. PFCU may immediately terminate the Service or any portion of the Service if PFCU determines that such Service or portion of any Service is in violation of any law or regulation, or in its sole discretion and with notice, decides to cease providing this Service. Except in the event of emergency or to safeguard Credit Union's accounts, networks or systems, PFCU shall give written notice of such termination or access limitation, which may be given by Internet secure message, or sent to you at the address shown on our records, or sent to you by electronic mail message (email). Member may terminate the Service with notice to PFCU in person, by phone, written notification through postal mail or by electronic mail message (email). No minimum time is required by the member for notification to Credit Union.

7. Miscellaneous Provisions.

- a. Notices.** Member agrees that any notices required or permitted under this Agreement may be given electronically.
- b. Governing Law.** This Agreement will be governed by and interpreted in accordance with federal laws and regulations, and to the extent there is no applicable federal law or regulation, by the State of Michigan.
- c. Subcontractors.** PFCU may use third party service providers to provide some or all of the Service under this Agreement on behalf of Credit Union.
- d. Amendments.** Unless applicable law provides otherwise, this Agreement may be amended by notice sent electronically or by mail to Member at Member's last address known to PFCU to be effective not less than thirty (30) days after the day transmitted or mailed. PFCU shall not be bound by any modification of this Agreement unless PFCU expressly agrees to the modification in writing. Member shall have the right to terminate the Agreement prior to the effective date of the amendment. By choosing to continue using the Service, Member will accept the amendments. This Agreement supersedes all prior agreements and amendments.
- e. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all existing agreements and all other related communications, written or oral.