



# Remote Deposit Capture Disclosure and Agreement

## Service Definitions

"Business Day" is every Monday through Friday, Central Time, excluding Federal Reserve holidays. "Service" refers to Pelican State Credit Unions' Mobile Deposit Service.

## Use of Service

These Services allow you to deposit checks into eligible Pelican State Credit Union accounts from a remote location by capturing a picture of the item(s) with a compatible mobile device which then delivers the images and associated deposit information to Pelican State Credit Union electronically. You may use this Service for business & personal use in accordance with this Agreement. In order to use this Service, you must obtain and maintain, at your expense, compatible hardware. We are not responsible for the functionality or maintenance of any third party hardware or software you may need to use the Service.

## Agreement Acceptance

The acceptance of this Agreement and use of the Service means you agree to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy for your records.

## Eligibility and Qualification Requirements

To qualify for this Service, you must meet eligibility criteria as dictated by us, including having all accounts in good standing.

## Limitations of Service

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can deposit your check at a branch location, through a participating ATM, or by mail.

## Charges or Fees

Pelican State Credit Union does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on Pelican State Credit Unions current *Fee Schedule* for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that Pelican State Credit Union may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at Pelican State Credit Union, including but not limited to account servicing and collection purposes.

## Eligible Items

You agree to capture and deposit only "checks" as defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.

## **Ineligible Items**

You agree that you will not use this Service to capture and deposit any ineligible items including but not limited to the following:

- Checks or items payable to any person or entity other than you
- Post-dated checks
- Checks or items containing an obvious alteration to any of the fields on the front of the check or item that you know or suspect, or should know or suspect to be fraudulent.
- Checks or items drawn or otherwise issued by you or any other party on any of your Pelican State Credit Union accounts
- Checks or items not payable in United States currency
- Money orders, cashier's checks
- Items drawn on financial institutions located outside the United States
- Items previously converted to a substitute check
- Consumer loans, credit card, and mortgage payments
- IRA and Share Certificate deposits
- Savings bonds
- Checks that require authorization (e.g. COMCHEKS, BranchPay, RapidDrafts)
- State-issued registered warrants
- Checks from another financial institution to a closed account

## **Image Quality**

The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by ANSI, clearing house, association or any other regulatory agency.

## **Endorsement Requirements**

You agree to endorse all items with your signature and print "For Mobile Deposit Only at Pelican State Credit Union" on all items. Pelican State Credit Union reserves the right to reject all items that are not endorsed as specified.

## **Deposit Limits**

You may make up to \$35,000.00 per day and up to \$50,000.00 per month via mobile deposit. Pelican State Credit Union reserves the right to impose these limits and may change them at any time without notice.

## **Receipt of Items**

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items not received or for images not transmitted. A Deposit Received Notification email is sent to confirm your image was transmitted. However, such notification does not mean that the transmission was without error.

## **Provisional Credit and Availability of Funds**

You understand and agree that items transmitted utilizing Mobile Deposit Capture will not be subject to the funds availability requirements of Regulation CC.

Below is our general funds availability policy for this service:

- The first \$225 of funds from Items deposited under the terms of this Agreement will generally be available the same day.
  - Remaining funds will generally be available on the second business day after the day of deposit.
- New Membership (120 days) receive \$0.00 immediate availability of funds deposited.
  - Funds will generally be available on the 7<sup>th</sup> business day.

Funds may be delayed longer, at our sole discretion, based on factors related to account activity, length of membership, check amount and collectability of the item. We will notify you if we delay your ability to withdraw funds.

Credit given for the item is provisional and subject to final approval of the item.

With respect to each item, you send to Pelican State Credit Union for deposit, you agree to indemnify and reimburse Pelican State Credit Union for and hold Pelican State Credit Union harmless from and against any and all losses, costs, and expenses.

### **Method of Presentment**

The manner in which items are cleared, presented for payment, and collected shall be in Pelican State Credit Union's sole discretion.

### **Retention and Disposal of Items**

You agree to retain each item no fewer than **14 days** after transmission. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check. You will promptly provide any retained item to Pelican State Credit Union as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

### **Errors or Discrepancies**

Notify Pelican State Credit Union at 1-800-351-4877 as soon as possible, if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any losses.

### **Security Requirements**

To prevent unauthorized usage of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. 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, Pelican State Credit Union may also request additional information from you.

### **Authorized Users**

If you have designated an authorized user on your Account Access, your Authorized User will also have online access to the Mobile Deposit Service. You and your Authorized User(s) are equally responsible for adhering to all items disclosed in this Agreement.

### **Disclaimer of Warranties**

Pelican State Credit Union's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by Pelican State Credit Union and its licensors "as is" and on an "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. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from the service will be accurate or reliable, and (iv) that any errors in the services or technology will be corrected.

## **Limitation of Liability**

Pelican State Credit Union's liability for errors or omissions with respect to the data transmitted or printed by Pelican State Credit Union will be limited to correcting the errors or omissions.

## **User Warranties and Indemnification**

You warrant to Pelican State Credit Union that:

- You will only transmit eligible items that are properly endorsed.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or re-present the original item once it has been scanned and sent through this Service, unless specifically requested to do so by Pelican State Credit Union.
- All information you provide to Pelican State Credit Union is accurate and true.
- Pelican State Credit Union will not sustain a loss because you have deposited an image.
- You will comply with this Agreement and all applicable rules, laws, and regulations. Items you transmit do not contain viruses.

You agree to indemnify and hold harmless Pelican State Credit Union from any loss for breach of the warranty provision.

## **Change in Terms**

Pelican State Credit Union reserves the right to change the terms and conditions of this Service or terminate this Agreement without notice at any time.

## **Governing Law**

This Agreement supplements the terms of your Membership Agreement and Disclosures. Together they constitute the entire Agreement between you and Pelican State Credit Union with respect to the services. You may not assign this Agreement. This Agreement is governed by the laws of the State of Louisiana and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.