

# GULF COAST COMMUNITY FEDERAL CREDIT UNION

## Mobile Deposit User Agreement

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Gulf Coast Community Federal Credit Union's (GCCFCU) shall offer, to qualified members, Mobile Deposit Capture (MDC). MDC provides our members the capability to deposit checks using compatible mobile devices.

This Mobile Deposit User Agreement contains the terms and conditions for the use of GCCFCU's mobile deposit capture (MDC) services that we may provide to you ("member", "you" or "User"). Other Agreements you have entered into with GCCFCU, including the Account Terms & Disclosures governing your account, are incorporated by reference and made part of this Mobile Deposit User Agreement (MDUA).

**MDC Services:** The MDC service is designed to allow you to make deposits to your savings or checking accounts from your compatible mobile device by capturing an image of the check and delivering the images and associated deposit information to us or our designated processor.

**Fees:** There is currently no charge for the MDC service. All other fees related to deposit accounts apply. The Fee Schedule will be updated and you will be provided at least 30 days' notice should a fee be instituted in the future. Your continued use of the MDC service will indicate your acceptance of any such change to the fee charged for the MDC service.

**Acceptance of These Terms:** Your use of the MDC service constitutes your acceptance of this Agreement. This Agreement is subject to change by us from time to time. GCCFCU will notify you of any material change via email or on its website by providing a link to the revised MDUA. Your continued use of the MDC service will indicate your acceptance of the revised MDUA. Further, GCCFCU reserves the right, at its sole discretion, to change, modify, add, or remove portions from the MDC service. Your continued use of the MDC service will indicate your acceptance of any such changes to the MDC service. GCCFCU reserves the right to terminate this MDUA without notice at any time.

**Eligibility and Qualification Requirements:** To qualify for the MDC service you must be a member in good standing, have the Mobile Banking app installed on a compatible mobile device, and meet any additional eligibility criteria as required by GCCFCU.

**Limitations of MDC Service:** When using the MDC service, you may experience technical or other difficulties (i.e. sign on, connectivity, scanning, check acceptance, etc.). GCCFCU is not liable and will not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. GCCFCU makes no warranty that the MDC service will be available at any given time. GCCFCU reserves the right to change, suspend or discontinue the MDC service, in whole or in part, or your use of the MDC service, in whole or in part, immediately and at any time without prior notice to you. In the event the MDC service is not available to you, you acknowledge that you can deposit your check at a branch office, in a night depository, through one of our ATM's, or by mail.

**Eligible Items:** You agree to scan and deposit only checks, as check is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that you will not use the MDC service to scan and deposit any checks or other items as shown below:

- Any item drawn on your account with us; or any account you may be joint on
- Any item that is stamped with a "non-negotiable" watermark;
- Any item that contains evidence of alteration to the information on the check;

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- Any item that is drawn on a financial institution in a foreign country, or that is not payable in U.S. dollars;
- Any item that is incomplete;
- Any item that is “stale dated” or “postdated”;
- Any item that has been previously deposited, in any manner, regardless of whether the item has been paid;
- Cash;
- Any substitute check;
- Savings Bonds;
- US Postal Money Orders;
- Travelers Checks;
- Convenience Checks;
- Remotely Created Checks.

**Image Quality:** The image of an item transmitted to us using the MCD service must be legible. The MCD service allows for the electronic transmission of items only (i.e. scanned and transmitted via a secure online banking session). The image quality of the items must comply with the requirements established by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house, or association. Items that do not conform to such standards may be rejected for deposit. After receiving an item for deposit, we may reverse the credit if we determine after the deposit that the image does not conform to the required standards.

**Endorsements and Procedures:** You agree to restrictively endorse any item transmitted through the MCD service as “For Mobile Deposit Only, account number where the check is to be deposited, GCCFCU and member signature ” or as otherwise instructed by GCCFCU. You agree to follow all procedures and instructions for use of the MDC service as GCCFCU may establish from time to time. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by GCCFCU from any other accounts you hold with GCCFCU at its sole discretion. You further acknowledge that you, and not GCCFCU, are responsible for the processing and handling of any original items which are imaged and deposited utilizing the MDC service. You assume all liability to the drawer of any item imaged using the MCD service or liability arising from our printing of any substitute check from those images.

**Receipt of Items:** GCCFCU reserves the right to reject any item transmitted through the MCD service, at its discretion, without liability to GCCFCU. GCCFCU is not responsible for items it does not receive or for images that are not transmitted completely. An image of an item shall be deemed received when GCCFCU transmits a confirmation to you via email that it has received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. You agree that prohibited items, if deposited with GCCFCU, will be deposited via an alternative method and not by using the MCD service. The manner in which the items are cleared, presented for payment, and collected shall be in GCCFCU’s sole discretion subject to the Account Terms & Disclosures governing your account. Deposited items subsequently returned to GCCFCU for any reason will be processed in accordance with its normal returned item procedures.

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**Availability of Funds:** Items transmitted using the MCD service do not follow GCCFCU's standard Funds Availability Policy and are not subject to the funds availability requirements of the Federal Reserve Board: Regulation CC. For purposes of availability, GCCFCU has "received" a deposit when we have provided confirmation of our receipt of items deposited and credit of those items to your account.

**Disposal of Transmitted Items:** Once your funds have been made available in your account you agree to prominently mark the item as "Electronically deposited on (the date)" to ensure that it is not re-presented for payment. You agree never to re-present the item. You shall retain the original of all imaged items that have been deposited via the MCD service for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond 60 days from the date processed, and shall properly destroy and dispose of such original checks after such time. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to GCCFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our 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 MCD service and to modify such limits from time to time.

**Responsibility for Scanning:** You are solely responsible for scanning deposit items, accessing the MCD service from GCCFCU, and for maintaining your own mobile device. Not all mobile devices will produce a useable image. You will be responsible for the payment of all telecommunications expenses associated with the MCD service. GCCFCU shall not be responsible for providing or servicing any equipment for you.

**Errors:** You agree to notify GCCFCU of any suspected errors regarding items deposited through the MCD service immediately, and in no event later than 60 days after the applicable account statement is made available to you. Unless you notify GCCFCU within 60 days, such statement regarding all deposits made through the MCD service shall be deemed correct, and you are prohibited from bringing a claim against GCCFCU for such alleged error.

**Security Requirements:** To prevent unauthorized usage of the MCD service, you agree to ensure the security of the mobile device you own, and the access credentials you use to access the MCD service. Any check images captured using a mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree that if you are unable to promptly complete the deposit, ensure that the mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the device.

**Ownership and License:** You agree that GCCFCU retains all ownership and proprietary rights in the MCD service, associated content, technology, and website. Your use of the MCD service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the MCD service. Without limiting the restriction of the foregoing, you may not use the MCD service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to GCCFCU's business interests, or (iii) to its actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the MCD service.

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**Disclaimer of Warranties:** You agree that your use of the MCD service and all information and content (including that of third parties) is at your own risk and is provided on an “as is” and “as available” basis. GCCFCU will disclaim all warranties of any kind as to the use of the MCD service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. GCCFCU makes no warranty that the MCD service will meet your requirements or be uninterrupted, timely, secure, or error-free. GCCFCU does not guarantee that the errors in the MCD service or technology will be corrected or results obtained from the MCD service will be accurate or reliable.

**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 product, goodwill, use, date or other losses resulting from the use or the inability to use the MCD service 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 MCD service, regardless of the form or action or claim (whether contract, tort, strict liability or otherwise), even if GCCFCU has been informed of the possibility thereof.

**Force Majeure:** GCCFCU shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond its reasonable control.

**Termination:** GCCFCU may immediately suspend or terminate your access to the MCD service in the event that it reasonably determines such suspension or termination is necessary in order to protect the MCD service or GCCFCU from harm or compromise of integrity, security, reputation, or operation.

**User Warranties and Indemnification:** You warrant to GCCFCU that:

- You will only transmit eligible items.
- 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 MCD service unless specifically requested to do so by us.
- All information you provide to us is accurate and true.
- You will comply with the Agreement and all applicable rules, laws and regulations.
- Items you transmit do not contain viruses.
- All signatures on each item you deposit are authentic and authorized.
- All checks deposited are payable to you.
- No deposited check has been altered.

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

**Other Terms:** You may not assign this Agreement. This Agreement is entered into in the State of Mississippi and shall be governed by the laws of the State of Mississippi 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.

**Acceptance of Agreement:** This Agreement is an electronic contract that sets out the legally binding terms of your use of the MCD service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by using the MCD service. By using the

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MCD service, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. You also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement and other notices in non-electronic form.