

# EZ MOBILE DEPOSIT

## ENROLLMENT AGREEMENT AND DISCLOSURE

### Erie Federal Credit Union

#### GENERAL

This Mobile Deposit Enrollment Agreement and Disclosure (this "Agreement") governs the use of Mobile Deposit which is offered by and through Erie Federal Credit Union to each member whose request for the services is approved. By your initial and continued use of Mobile Deposit, you acknowledge that you have read, understood and agree to the terms of this Agreement and any subsequent amendments. In the event of a conflict between this Agreement and the Account Documentation, this Agreement will govern with respect to Mobile Deposit.

#### MOBILE DEPOSIT SERVICE

- a) The Service allows you to make certain deposits to an eligible account electronically by using a mobile capture device, such as a Smartphone (iPhone or Android) to create an electronic image of a paper check or other paper source document only drawn on a United States Bank and payable in U.S. Dollars ("Item") by taking a photograph of the front and back of the Item and transmitting it and related data to us. As part of the Service you must use EZ Money Manager online banking. You are solely responsible for information or data that is transmitted, supplied or key-entered by you or agents. Before you photograph any Item, you shall **endorse all items with your NAME and the words "MOBILE DEPOSIT"**.
- b) You agree that after the item has been photographed and submitted via the Mobile App for deposit, you shall not otherwise transfer or negotiate the original item, substitute check or any other image thereof. You further agree that you shall be solely responsible for the original items, including secure storage.
- c) You also agree that the original check will be made accessible for a period of 10 days after transmission to the Credit Union. When such period ends, you shall destroy the original check. You also agree that you are responsible for any loss caused by your failure to secure original checks.
- d) You agree that the electronic image of the item or any substitute check, as defined by federal law, will become the legal representation of the item for all purposes, including return items processing.
- e) You agree all check payees are named on the account and have properly endorsed the check.
- f) If we receive a scanned item on or before 4:00 p.m. Eastern Standard Time on a business day we are open, we will consider that day to be the day of deposit. If we receive a scanned item after 4:00 p.m. Eastern Standard Time or on a weekend or federal holiday, we will consider that the deposit was made on the next business day.
- g) You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Erie FCU, at their discretion, may hold the funds for up to seven business days. If funds from your deposit will not be available seven business days after deposit, we will mail you an exception hold notice.
- h) The maximum amount you may deposit is \$5,000.00 in one day or a total of \$15,000 in one calendar month per eligible account. Erie FCU reserves the right to change limits on the dollar amount and/or number of checks you may transmit using Mobile Deposit. Future limits may be set based on eligibility parameters.
- i) We may return or refuse to accept all or any part of a deposit to your account using Mobile Deposit at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned.
- j) Erie FCU will not be liable for any negative account balances or overdraft fees that are incurred due to the use of Mobile Deposit.
- k) You will immediately advise Erie FCU of changes to your mobile phone, home phone, email, and address. You must provide to Erie FCU and maintain a valid email in order to use Mobile Deposit.

#### WIRELESS FEES

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 where applicable.

## IMAGE CAPTURE

If the check images, MICR information, or amounts transmitted to us with respect to any item do not comply with our requirements for content and/or format, we may, in our sole discretion:

- a) Further transmit the item and data in the form received from you;
- b) Repair or attempt to repair the item or data and then further transmit it;
- c) Process the item as photocopies in lieu of originals; or
- d) Return the data and item to you unprocessed and charge back your account.

## INELIGIBLE ITEMS

You agree to photograph and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC") and that comply with the requirements 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.

**You agree that you will not use this service to photograph and deposit any checks or other items shown below:**

- a) Checks or items payable to any person or entity other than those named on the account.
- b) Checks containing an alteration which you know or should have known to be fraudulent, or authorized by the owner of the account on which the check is drawn;
- c) Any checks that are not in original form with a signature, such as substitute checks or remotely created checks as defined by Reg. CC.
- d) Checks that are stale dated, dated more than six (6) months prior to date of deposit.
- e) Checks that are post-dated, and display a future date.
- f) Checks written off an account at a financial institution located outside the United States.
- g) Checks not payable in United States Currency.
- h) Traveler's Checks and Savings Bonds. Third Party Checks.
- i) Checks written off and bearing the same account number as being deposited.
- j) Any check with a restrictive endorsement or watermarked or stamped "Non-Negotiable".
- k) Cash
- l) Any check that is incomplete or not properly endorsed.
- m) A U.S. Treasury/Government check issued to a person not on the account.

## DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

We make no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and Mobile Deposit. We specifically disclaim any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. We and our subcontractors also do not guarantee that your access to the Mobile Deposit will be uninterrupted, error free or secure.

**YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, RELATED IN ANY WAY TO YOUR USE OF MOBILE DEPOSIT SERVICE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.**

You represent and warrant to us that:

- a) Any image we receive accurately and legibly represents all of the information on the front and back of the original item as originally drawn;
- b) The information you transmit to us corresponding to an item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the item;
- c) The item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- d) 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 that has already paid;

- e) You will not redeposit through Mobile Deposit any item previously deposited and returned to you unless we advise you otherwise;
- f) You will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- g) You will only transmit items that originated as paper Items.
- h) You are solely responsible for any duplicate presentments of a deposited item regardless of the origin of the duplication and any subsequent claim.
- i) You are not depositing items on behalf of third parties,

## **INDEMNIFICATION**

You agree to defend, indemnify and hold us harmless for any loss or expense (including attorney's fees and expenses of litigation) resulting from:

- a) Your breach of any of the warranties made by you pursuant to this Agreement or the Account Documentation;
- b) Any claim pertaining to any warranty or indemnity that we make with respect to an item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to items;
- c) You will defend, indemnify and hold us, our officers, affiliates, employees and agents harmless from any actions, claims, losses, demands, liabilities, litigation or damages (including reasonable attorneys' fees) arising from or in connection with your unauthorized use of Mobile Deposit.

## **TERMINATION OF SERVICE**

The Mobile Deposit service requires our approval. We may at our discretion change, suspend or discontinue the service in whole or in part, or terminate your use of the service at any time, without prior notice to you. You may terminate Mobile Deposit service by contacting Erie FCU through Secure Messaging within EZ Money Manager or in writing to Erie FCU, 3503 Peach Street, Erie, PA 16508-2741. In the event of termination of the service, you will remain liable for all transactions performed on your account.

## **INTERNAL CONTROLS AND AUDIT**

If Erie Federal Credit Union contacts you in regards to any errors involving deposited item through Mobile Deposit, you agree to provide any of the requested information in writing within the requested time frame.

Mobile Deposit limits may change without prior notification. Erie FCU reserves the right to revoke this service, reject or adjust any deposits upon submission of the scanned items.

## **UNAVAILABILITY OF SERVICE**

The Mobile Deposit service may at times be temporarily unavailable due to the credit union system maintenance, technical difficulties including those of the internet provider, cellular service provider, and internet software. If the service is unavailable, the original check may be deposited at any Erie FCU branch office, deposit accepting ATMs or by mail to Erie FCU, 3503 Peach Street, Erie, PA 16508-2741

## **IN CASE OF ERRORS**

In the event that you believe there has been an error with respect to any original check or image of a check transmitted by you for deposit or a breach of this Agreement, you will notify us immediately by calling (800) 480-0494 or (814) 825-2436, by email to [accountservices@eriefcu.org](mailto:accountservices@eriefcu.org), by Secure Message through EZ Money Manager or in writing to Erie FCU, 3503 Peach Street, Erie, PA 16508-2741.

## **USE OF SERVICE**

In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Erie FCU from time to time. Erie FCU is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

## **OWNERSHIP AND RIGHTS TO SERVICE**

You agree that Erie FCU retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the 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 Services. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Erie FCU's business interest, or (iii) to Erie FCU's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. 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 Services.

## **GOVERNING LAW**

This agreement supplements the terms of your Membership Account Agreement and Disclosures. Together they constitute the entire Agreement between you and Erie FCU with respect to the Mobile Deposit service. You may not assign this Agreement. This Agreement is governed by the laws of the Commonwealth of Pennsylvania and of the United States. Unauthorized use of this Mobile Deposit service is strictly prohibited.