

University of Louisiana Federal Credit Union Remote Deposit Capture User Agreement and Disclosure Statements

This Agreement contains the terms and conditions for the use of University of Louisiana Federal Credit Union (ULFCU) (“Credit Union”, “us,” or “we”) Mobile Check Deposit and/or other remote deposit capture services that we or our affiliates may provide to you (“you,” or “User”). Other agreements you have entered into with us, including the Membership & Account Agreement, Electronic Funds Transfer Agreement and other Disclosures governing your account, are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile check deposit services (“Services”) are designed to allow you to make deposits to your checking accounts from your smartphone by taking a picture of the check(s) and delivering the images and associated deposit information to us or our designated processor. There is currently no charge for the Services.
2. **Acceptance of these Terms.** Your use of the Services 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 email or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, we reserve the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
3. **Limitations of Service.** The maximum amount you may deposit on any one day is \$1000.00. This limit amount is subject to change. When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. If we reject your deposit, you agree not to hold us responsible or liable for overdrafts or charges incurred due to rejection of deposit. It is at our sole discretion to reject any deposit.
4. **Ineligible items.** You agree that you will not use the Services to deposit any checks or other items as shown below:
 - a. Checks or items payable to any person or entity other than you.
 - b. 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.
 - c. 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.
 - d. Checks or items previously converted to a substitute check, as defined in Reg CC.
 - e. Checks or items drawn on a financial institution located outside the United States.
 - f. Checks or items that are remotely created checks, as defined in Reg CC.
 - g. Checks or items not payable in United States currency.
 - h. Checks or items dated more than 6 months prior to the date of deposit.
 - i. Checks or items prohibited by our current procedures relating to the Services or which are otherwise not acceptable under the terms of your account.
5. **Image Quality.** The image of an item transmitted using the Services 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 understand that the imaged check transmitted to ULFCU must accurately and legibly provide, among other things, the following information: 1) The information identifying the drawer and the paying bank that is preprinted on the check including complete and accurate MICR information and the signature(s). 2) 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.
6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services with the following:
1) “For Mobile Deposit Only at ULFCU”, 2) along with proper endorsement(s), or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time. Failure to provide the above mentioned requirements will result in rejection of your deposit.
7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, 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 us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. Should we reject a deposit, we will notify you via the online banking mail service. Deposits received before 2:00 pm CST on a business day, and approved, will post to your account on the same day. Exceptions may apply during holidays and/or special and emergency closings. Deposits received after 3:00 pm CST will process on the next business day. Business days are Monday through Friday, excluding Federal holidays and ULFCU holidays.
8. **Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after we receive payment for the funds submitted. We 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 we, in our sole discretion, deem relevant.
9. **Disposal of Transmitted Items.** Upon your receipt of a confirmation that we have received the image of an item, you agree to securely store the item for 30 days. Immediately after 30 days you will mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item to ensure that it is not represented for payment. And, 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 us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item.
11. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.
12. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. We are not responsible for any third party software you may need to use the Services. 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.

University of Louisiana Federal Credit Union Remote Deposit Capture
User Agreement and Disclosure Statements

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

14. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Membership & Account Agreement and Disclosures governing your account.

15. **Return Items.** If any item deposited through the service is dishonored, rejected or otherwise returned unpaid, for any reason, including issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check, plus fees, and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You shall not attempt to negotiate an item if it has been charged back to you.

16. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "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 AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR- FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

17. **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 PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM(WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CSE FCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

18. **User warranties and indemnification.** You warrant that:

- a. You will only transmit eligible items.
- 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 the Credit Union is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold us harmless from any loss for breach of this warranty provision. You acknowledge and agree to indemnify and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising, directly or indirectly, from your use of the services. This paragraph shall survive the termination of this Agreement.

******Important Reminders******

Without the following three items on the back of the check, we will reject your deposit:

1. **"For Mobile Deposit Only at ULFCU"**
 2. **Proper Endorsement Signatures of all payees**
- **Deposit must be made by 3:00 pm CST**
 - **No checks over \$1000.00**

Look at your ULFCU online banking inbox for any question or instructions we may have about your deposit. If the credit union rejects a deposit you will be notified via your ULFCU online banking inbox message or email address on file with the credit union as to why and provide further instructions. To access your ULFCU online banking inbox, you will need to logon to online banking via our website, www.ulfcu.com. **Choose the Self Service Tab > Inbox Messages**

****Message will be available within an hour after deposit is rejected.**

Destroy Check after 30 days