



## Mobile Capture Deposit Agreement

**Mobile Capture Deposit User Agreement (“Agreement”):** This Agreement contains the terms and conditions for the use of MIDFLORIDA Credit Union’s Mobile Capture Deposit and/or other remote deposit capture services that MIDFLORIDA Credit Union (“MIDFLORIDA Credit Union”, “Credit Union”, “us”, or “we”) may provide to you (“you,” or “User”). Other agreements you have entered into with MIDFLORIDA Credit Union, including the Depository Agreement and Disclosures governing your MIDFLORIDA Credit Union account(s), are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile capture deposit (“Services”) are designed to allow you to make deposits to your checking accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to MIDFLORIDA Credit Union or MIDFLORIDA Credit Union’s designated processor.
2. **Service Fees.** Currently we do not impose any fees for the Service. We reserve the right to impose fees for the Service in the future and we will notify you of any such fees, in the manner and to the extent required by this Agreement and by law. Your use of the Service after the effective date of any fee changes shall constitute your agreement to such fee changes. You also understand and agree that you are responsible for any wireless service provider charges and any and all other fees and charges that you may incur by accessing and using the Service.
3. **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 e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, MIDFLORIDA Credit Union reserves 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.
4. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will not 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.

5. **Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). When the image of the check transmitted to MIDFLORIDA Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Florida. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:
  - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
  - Checks containing obvious alteration to any of the fields on the front of the check, 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 is drawn
  - Checks payable jointly, unless deposited into an account in the names of all payees
  - Checks previously converted to a substitute check, as defined in Reg CC
  - Checks drawn on a financial institution located outside the United States
  - Checks not payable in United States currency
  - Checks that are remotely created checks, as defined in Reg CC
  - Checks dated more than 60 days prior to the date of deposit
  - Checks prohibited by MIDFLORIDA Credit Union’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your MIDFLORIDA Credit Union account
  - Checks with any endorsement on the back other than that specified in this agreement
  - Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution
  - Checks or items that are drawn or otherwise issued by the U.S. Treasury Department, Money Order or Traveler’s Checks
  - Checks payable on sight or payable through Drafts, as defined in Reg. CC
  - Checks with dollar amounts greater than \$2,500
6. **Image Quality.** The image of an item transmitted to MIDFLORIDA Credit Union using the Services must be legible. Specifically, the Credit Union must be able to read the following: amount of the check; payee’s name; drawer’s signature; date of the check; check number; information identifying the drawer and the drawer’s account number; the paying bank’s routing and transit number and the paying bank’s MICR line; and the endorsement applied to the back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standard Institute (ANSI), the Federal Reserve Board, or any other regulatory agency, clearing house or association, or by us, or by applicable law.
7. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as “Mobile Deposit Only, account number, followed by your signature” or as otherwise instructed by MIDFLORIDA Credit Union. You agree to follow any and all

other procedures and instructions for use of the Services as MIDFLORIDA Credit Union may establish from time to time.

8. **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 MIDFLORIDA Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
9. **Availability of Funds.** The funds for the Checks that you deposit through the Service may not be immediately available to you. Generally, funds will be made available to you by the second business day after the date of your deposit. We reserve the right to delay availability beyond the second business day. In order to determine the availability of your funds, you will need to determine the date and time that the Checks and all required data and information are received by the Credit Union. You understand and agree that we shall not be deemed to have received a Check deposit through the Service until we notify you via onscreen messaging that we received the Check deposit. You understand and agree that, for purposes of deposits made using the Service, the place of deposit is Ocala, FL.

The deposit cut-off time for the Service is 4:00 PM Eastern Standard Time. The Credit Union reserves the right to change the cut-off time in its sole discretion. Such change shall be effective immediately and may be implemented before you receive notice of the change. You may contact us at any time to verify our current cut-off time. If you complete the scanning and transmission process and receive your onscreen deposit receipt, checks that you deposit before the cut-off time on our business days will be considered as received that same business day. Checks that are received by us through the Service after the cut-off time on a business day, or on a day that is not a business day, will be considered as received by us on the next business day. For purposes of determining when a deposit is received, the Credit Union's records shall be determinative. You agree that it is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet our funds availability schedule and time changes associated with Daylight Savings Time.

10. **Disposal of Transmitted Items.** You agree that once a Check has been deposited through the Service and you've received the onscreen deposit receipt, the original Check is your property and not the property of the Credit Union. You agree to prominently mark the item as "Electronically Presented" and you shall securely store the original Check for a reasonable period, not to exceed ten (10) calendar days. While the original Check is in your possession, you agree to use a high degree of care to safeguard the original Check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original Check or unauthorized use of the information on the Check or in the file. You shall take appropriate security measures to ensure that: a) only authorized persons shall have access to the original Check; b) the information contained on the Check shall not be disclosed to unauthorized persons; and c) the original Check will not be duplicated, will not be scanned more than one time, and will not be presented, deposited or negotiated again in any way. Upon request by the Credit Union you will promptly provide to the Credit Union a retained original Check, or a sufficient copy of the front and back

of the Check in a form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes.

After the ten (10) day retention period expires, you shall destroy the original Check by shredding it or by any other permanent deletion manner that does not allow the original Check to be accessed by an unauthorized person(s) and in a manner that the original Check is no longer readable or capable of being reconstructed. After destruction of an original Check, the image will be the sole evidence of the original Check.

11. **Deposit Limits.** We reserve the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day/month) and to modify such limits from time to time in the Credit Union's sole discretion, and you agree to comply with all such limits. Our current daily deposit limit is \$2,500 and is limited to one item at a time; our current monthly deposit limit is \$5,000.
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 MIDFLORIDA Credit Union from time to time. You may access online banking and mobile capture deposit from any web enabled mobile device or tablet that is supported by the Service. Your web enabled mobile device or tablet needs a program that accurately reads and displays PDF files. MIDFLORIDA Credit Union is 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.
13. **Errors.** You agree to notify MIDFLORIDA Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable MIDFLORIDA Credit Union account statement is sent. Unless you notify MIDFLORIDA Credit Union within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against MIDFLORIDA Credit Union for such alleged error.
14. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in MIDFLORIDA Credit Union's sole discretion subject to the Depository Agreement and Disclosures governing your account.
15. **Prohibition Against Presenting Checks More Than Once.** Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Credit Union harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check.

You agree that we may debit from your MIDFLORIDA Credit Union account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in

your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Credit Union in our sole discretion.

16. **Ownership & License.** You agree that MIDFLORIDA Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services 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 Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to MIDFLORIDA Credit Union's business interest, or (iii) to MIDFLORIDA Credit Union's 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 Services.
17. **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 NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
18. **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 MIDFLORIDA CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
19. **User warranties and indemnification.** You warrant to MIDFLORIDA Credit Union 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 represent the original item
  - All information you provide to MIDFLORIDA Credit Union is accurate and true •
  - You will comply with this Agreement and all applicable rules, laws and regulations

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

20. **Other terms.** You may not assign this Agreement. This Agreement is entered into in Ocala, Florida and shall be governed by the laws of the State of Florida 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.