

MOBILE DEPOSIT SERVICE AGREEMENT
Terms & Conditions for Use of Remote Deposit Capture
(Revised 8/01/2020)

This Mobile Deposit Service Agreement (“Agreement”) is a contract between you and Sheboygan Area Credit Union (“SACU”) which establishes terms and conditions for the use of Mobile Deposit, SACU’s remote deposit capture services (“Services”). Your use of the Services constitutes your acceptance of the terms and conditions of this Agreement.

In addition to this Agreement, the use of SACU’s remote deposit capture services is governed by your Deposit Account Contract and Electronic Fund Transfer Disclosures, and any other agreement between you and SACU.

1) Definitions

- a) In this Agreement, the following terms have the following meanings:
“You” and “your” means the SACU member who enrolls in or uses the internet banking services.
- b) “We,” “us,” and “our” mean Sheboygan Area Credit Union (“SACU”).
- c) “Mobile deposit service” “remote deposit capture service” or “service” means the use of software and/or hardware provided by SACU to capture images of eligible items and deposit them to eligible accounts.
- d) “Accounts” mean the accounts on which you are the owner or joint owner at SACU, and for which remote deposit capture services are available.
- e) “Business days” are Monday through Friday, excluding Federal holidays.

2) Eligible Accounts

In order to use the Service, you must be a SACU member or joint owner of a SACU account, and at least eighteen (18) years of age. Additionally, we may establish other criteria for determining the eligibility of accounts (for example, the length of time the account has been open or any negative account balance activity on the account) at our sole discretion. You or we may terminate the Service on any account at any time and for any reason.

3) Eligible Items

Only checks may be deposited through the Service. By depositing an item through the Service, you agree and warrant that the following:

- a) The item is payable to the person or persons who own the account into which it is being deposited and complies with any restrictions noted;
- b) Each image of a check transmitted is a true and accurate rendition of the front and back of the original check, without any alteration;
- c) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate. Prior to transmitting the check, you will restrictively endorse any item as “For Mobile Deposit Only” and your signature.
- d) The item has been properly endorsed under your Deposit Account Agreement and applicable law;

- e) The item is not drawn on a financial institution located outside of the United States;
- f) The item is not a savings bond;
- g) The item is payable in United States currency;
- h) The item is not dated in the future or more than six (6) months prior to the date of deposit;
- i) The item has not been previously been presented for payment at SACU or to any other party;
- j) You do not know or believe the item to be fraudulent or unauthorized.

We may review or verify any item deposited through the Service, and we may reject an item for deposit for any reason without liability. If we reject an item through the remote deposit capture service, we may accept it through another channel (for example, at a SACU branch).

4) Endorsement and Procedures

You agree to endorse all checks with “For Mobile Deposit Only” and then your signature. You agree to follow all other procedures and instructions for use of the Services as we may establish from time to time.

5) Image Quality

We may determine, at our sole discretion, whether an image of an item submitted through the Service is of sufficient quality for acceptance and presentment.

6) Error Resolution

You agree to immediately notify SACU of any suspected errors regarding items deposited through the Services right away, and in no event no later than 60 days after the applicable SACU account statement is sent. You agree that the deposit of an item through the Service is not an “Electronic Funds Transfer” under the federal Consumer Financial Protection Bureau’s Regulation E.

7) Availability of Funds

Subject to the other provisions of this Agreement, funds deposited through the Service will be available on the second (2nd) business day after the day of your deposit. If you make a deposit before 4:00 p.m. Central Time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. Central Time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. We may make some or all of the funds deposited through the Service available sooner than the times described in this Paragraph, at our sole discretion.

You agree that items deposited through the Service are not subject to the funds availability of the Federal Reserve Board Regulation CC, and that we may delay the availability of funds deposited through the Service if we determine that the item is not eligible as described in *#3: Eligible Items* of this Agreement or that the item is over any deposit limit we may establish, or if we believe for any reason that the item may not be paid. We may request additional information from the member.

8) Destruction of Original Items

After you use the Service to deposit an item, you agree not to deposit the same item anywhere else or through any other channel. Upon receipt of a confirmation from SACU that we have received the image of an item and your check has been posted, you agree to prominently mark the item as "Deposited" or "VOID" along with the date on the face of the check. You agree to retain the item for fourteen (14) calendar days or longer if we request it, and then destroy the item or otherwise make it incapable of further deposit or presentment. You agree to be liable for the failure to destroy items as described in this Agreement, or if an item is deposited through the Service and the same item is later presented or deposited again.

9) Deposit Limits

We will establish limits, such as the maximum dollar amount per item, per day, and maximum number of items or dollar amount per day, deposited through the Services. We may establish or change such limits at any time and without notice to you.

10) Hardware and Software.

You agree to obtain and maintain, at your expense, compatible hardware and software as specified by SACU from time to time. SACU 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 directly with the third-party software provider at time of download and installation.

11) Indemnification

You agree to be solely liable for the use or misuse of the Service, and you agree to indemnify, defend and hold us and any third-party provider of software, internet provider or services harmless from any legal action or claim asserted against us and/or third-party providers by any other party relating to your use of the Service and any claims, liabilities, damages, costs and expenses (including reasonable attorney fees) incurred by us and/or its third-party provider as a result of your use or misuse of the Service.

SACU is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, including that of third parties or SACU's use of any of them or arising in any way from the installation, use, or maintenance of YOUR personal computer hardware, software, or other equipment. You agree to ensure your mobile device remains securely within your possession until the deposit has been completed or deleted. We are not responsible for any deposit information left on your mobile device and/or not transmitted or deleted from your mobile device.

12) Fraud and Termination

We may terminate this Service at any sign of abuse or fraud. If fraud occurs, we may freeze all applicable accounts and remove them from the Service. We will also contact you. If you are no longer eligible for the Service, we may terminate the Service and provide you notice upon termination.

13) Limitations on Service

You agree not to hold us liable for interruptions in the availability or functionality of the service, which may occur without notice to you for technical or other reasons.

14) Amendment

We may add to, change, or delete the terms of this Agreement by providing notice to you of any material changes via e-mail or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. We may also add to, change, or delete some functionalities or features of the Service at any time without notice. If you do not consent to a modification of this Agreement or the Service, you may terminate and discontinue your use of the Service at any time by notifying us.

15) No Waiver

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

16) Severability

The invalidity or unenforceability of any provision of this Agreement will in no way affect the validity or enforceability of the remainder of this Agreement or any of its provisions.

17) Applicable Law

This Agreement will be governed by and construed in accordance with Wisconsin law to the extent not preempted by federal law. The parties consent to jurisdiction and venue for resolution of disputes in Sheboygan County, Wisconsin.