

Telco Plus Credit Union Mobile Deposit Agreement

These terms (Mobile Deposit Terms) will govern your use of Telco Plus Credit Union Mobile Deposit (Mobile Deposit), and are incorporated by reference in and made a part of your Agreement if you use Mobile Deposit. Telco Plus Credit Union Membership and Account Agreement terms also apply to transactions made using Mobile Deposit. By using Mobile Deposit, you acknowledge and accept this agreement. You may not use the Telco Plus Credit Union's Mobile Deposit to make contributions to your IRA. Membership and Account Agreement can be found at: <https://www.telcoplus.org/pages/online-mobile-banking.php>.

What is Mobile Deposit? Mobile Deposit allows you to make deposits to your Telco Plus Credit Union deposit account remotely by scanning checks and transmitting images of such checks to us in compliance with our requirements. If we accept the image for collection, we will then attempt to collect the item by presenting the image or converting the image to a substitute check. Unlike traditional check deposits, you retain the original paper check when you use Mobile Deposit. The manner in which these substitute checks or images are cleared, presented for payment, and collected will be determined by us in our sole discretion. We may change, modify, add or remove all or portions from Mobile Deposit at any time, with or without notice to you.

Eligibility. To be eligible for Mobile Deposit primary account holder must be age 18 or older and have an account in good standing open for more than 90 days. Account can have no returned deposit items in the past 6 months and no loans more than 30 days delinquent. We will determine whether you are eligible for Mobile Deposit in our sole discretion. We may suspend or terminate your use of Mobile Deposit at any time and without prior notice to you. If you violate the terms of Mobile Deposit, then we also may use such actions as a basis to terminate your account relationship with us. You will receive a confirmation email once your registration is approved.

Mobile Deposit Fees. There is no charge for Mobile Deposit, but other fees, such as for returned items and overdrafts, may apply as set forth in the Rate and Fee Schedule, which may be amended from time to time, a copy of which you agree to having received with or prior to entering into this Agreement.

Limits. We may impose limits on the dollar amount or number of deposits you make through Mobile Deposit and such limits shall be provided to you when you access Mobile Deposit. We may change such limits at any time at our discretion.

Technical Requirements. You agree that in order to use Mobile Deposit, your computer, scanner and other equipment must meet current technical requirements, as such may change from time to time, and you must have access to the internet. When using Mobile Deposit you may experience technical or other difficulties, including, without limitation, problems with your scanner or transmission problems. We are not responsible for such technical or other difficulties. In particular, each image of a check you attempt to deposit using Mobile Deposit must be legible, as determined by us. If your scanning equipment produces check images that we determine are not of acceptable quality, we may reject your deposit. We are not responsible for problems arising out of your equipment or internet connections even if you are using equipment that meets our technical requirements. We are not responsible for any costs related to your equipment, mobile service, or internet service.

Prohibited Checks. We may decline to accept any image of a check you submit through Mobile Deposit in our sole discretion. Without limiting that discretion, you agree that you will only seek to deposit "checks," as that term is defined in the 12 C.F.R. Section 229 et al, ("Reg CC" or any rules issued to replace this law), that are collectible (i.e., properly payable) through Mobile Deposit. You agree that you will not scan and attempt to deposit any of the following:

1. Checks payable to any person or entity other than you;
2. Checks payable to you and another party who is not a joint owner on the account;
3. Checks containing alterations to any of the fields on the front of the check;
4. Fraudulent checks, or checks that you should have known were fraudulent;
5. Checks that have been previously deposited at another institution via physical item, image or electronic funds transfer;
6. Checks from financial institutions located outside of the U.S.;
7. Checks that are not payable in U.S. dollars;
8. Checks that are more than six (6) months old;
9. Substitute checks as defined by Reg CC;
10. Remotely created checks, as defined in Reg CC (checks that, among other things, do not bear the signature of the person on whose account the check is drawn);
11. Travelers checks, savings bonds, money orders or postal money orders;
12. Non-negotiable instruments, such as promissory notes;
13. Checks drawn on any of your Telco Plus Credit Union account(s); or
14. Checks that are incomplete in any way.

Your Representations and Warranties. Each time you scan and submit check images of the front and back of the original check for deposit through Mobile Deposit, you represent and warrant that:

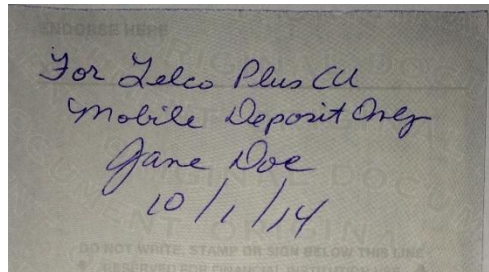
1. Each check image is a complete and accurate representation of the front of a negotiable check;
2. Each check image is a complete and accurate representation of the back of a negotiable check;
3. The image is NOT of any of the prohibited items listed under Prohibited Checks above;
4. Each check image satisfies image quality standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearinghouse or association;
5. The original check used to create the image has not been previously deposited, duplicated or used to create another image or electronic fund transfer; and
6. No subsequent transferees of your check image, or any substitute check created from your check image, including but not limited to Telco Plus Credit Union, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the check image or substitute check was presented for payment or returned instead of the original paper check.
7. All information you have provided to us is complete, accurate and true. Each time you scan and submit check images for deposit through Mobile Deposit, you also make all the warranties specifically set forth in and subject to the terms of the laws of the governing State's Revised Code Uniform Commercial Code (UCC) for the image as if it were an item subject to the terms of the UCC, including:
 - (a) you are entitled to enforce the image;
 - (b) all signatures on the image are authentic and authorized;
 - (c) the image has not been altered;
 - (d) the image is not subject to a defense or claim in recoupment of any party which can be asserted against you;
 - (e) you have no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor or, in the case of an unaccepted image, the drawer; and
 - (f) if the image is a demand draft, creation of the image according to the terms on its face was authorized by the person identified as drawer.

In addition to these warranties, you covenant that you will comply with Mobile Deposit Terms, this Agreement and applicable law.

Indemnification. In addition to the other indemnification provisions set forth in this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys' fees) or other loss that arises from or relates to your use of Mobile Deposit or your breach of the representations, warranties or covenants set forth in these Mobile Deposit Terms, including without limitation your attempt to duplicate the presentation of a check image via presentation of the original check or an image or substitute check derived from the original check and any liability that we may incur for processing an image or substitute check rather than the original paper check.

Endorsement. For any check deposited as an image through Mobile Deposit, you must endorse the check as follows: "For Telco Plus CU Mobile Deposit only, then sign & date" or as otherwise instructed by us before you scan the check.

Example:



Checks received that are not endorsed in accordance with this provision may be rejected.

Receipt of Check Image. We are not responsible for check images we do not receive or that are dropped during transmission. A check image will be deemed received by us only when we provide an online confirmation receipt to you that we have received your check image. When we confirm receipt of your check image, the image will still be subject to review before we submit it for collection and may still be rejected for any reason in our sole discretion. A confirmation is not a representation, warranty or other indication that the check image will be presented for collection or will be honored by any collecting or paying bank. If we reject a check image received through Mobile Deposit, then you may submit the original check by mail to us for processing unless we instruct you otherwise, or you may want to contact the drawer and have them reissue the check. If you do submit the original check for processing, we reserve the right to refuse to process it and may instead require you to have the check reissued.

Return Items. You understand that we may convert items you deposit through Mobile Deposit into substitute checks, images, or ACH entries. As a result, in the event that your item is returned unpaid, you will only receive a copy of the substitute check or image, or in the case of ACH entries, the Automated Clearinghouse information.

Retention of Original Check. Once your check image has been credited to your account, you must mark the original check as “VOID” and retain the check for sixty (60) days. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. During this 60-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original paper check available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your account, regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees. Immediately after this 60-day period, you may destroy the original paper check.

Funds Availability. Deposits made by Mobile Deposit will not show on your account until after reviewed and submitted. Checks are reviewed and submitted anytime during the day, on our regular open business days, but not later than 3:30 p.m. Central Time. Checks deposited after 3:30 p.m. Central Time on a regular open business day will not be reviewed, submitted and posted until the next regular open business day. Every day is a business day, except Saturdays, Sundays, and federal holidays. Reg. CC Funds Availability does not apply to Mobile Deposits.

We generally apply the Funds Availability Schedule set forth in Telco Plus Credit Union’s Funds Availability Policy Disclosure to check images received through Mobile Deposit as if we had received the original paper check. However, we may delay availability of funds from any deposit you make through Mobile Deposit at any time in our sole discretion, including due to any concern we may have regarding our ability to collect based upon any check image that you present.

Acceptable Use of Mobile Deposit. You must fully comply with these Mobile Deposit Terms, the Agreement and all applicable law when you use Mobile Deposit. If you breach these Mobile Deposit Terms, we may immediately terminate your authority to use Mobile Deposit. You may use Mobile Deposit only for personal, family and household services and not business purposes.

Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at any Telco Plus office or by mailing to: Telco Plus Credit Union, P O Box 3099, Longview, TX 75606-3099.

No Warranty. YOUR USE OF MOBILE DEPOSIT IS AT YOUR SOLE RISK. MOBILE DEPOSIT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Limitation of Liability. WE WILL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES RESULTING FROM YOUR USE OR INABILITY TO USE MOBILE DEPOSIT, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

No Waiver: No waiver of any of the foregoing terms and conditions shall be effective unless it is in writing and signed by an authorized officer of Telco Plus Credit Union, and no waiver shall be deemed to imply or constitute a continuing waiver or a waiver of any other term or condition.

Jurisdiction and Governing Law: You will be deemed to have agreed to the exclusive jurisdiction of the State and Federal courts of the State of Texas, for resolution of any dispute you have relating to the goods or services offered or promoted herein, or to this agreement. The laws of the State of Texas (excluding its conflict of laws rules) will be applied to any dispute, regardless of where it is heard,.

Construction and Interpretation: If any portion of this agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion shall be construed as narrowly as possible in order to give effect to as much of the agreement as possible.