

# Mobile Check Deposit Disclosure & Agreement

## MOBILE CHECK DEPOSIT

This disclosure and agreement is being provided by Allegany County Teachers Federal Credit Union in connection with your enrollment for the use of our Mobile Check Deposit service described in this disclosure and user agreement. This agreement supplements the Allegany County Teachers Federal Credit Union Deposit Account Agreement and Disclosures, Online Banking Agreement, and any other agreement between you and the Credit Union. In the event of a discrepancy, the terms of this Disclosure and Agreement shall prevail.

Mobile check deposit is a consumer product and is for use by individuals only to make deposits into personal accounts from a camera enabled mobile device capable of capturing check images and information via the credit union's Mobile App and electronically delivering this information to the credit union's designated processor.

Allegany County Teachers Federal Credit Union retains the ability to either approve or deny your use of Mobile Deposit Capture at the credit union's sole and absolute discretion. If the credit union approves your enrollment, then by using this service, you agree to the provisions set forth in this Agreement and Disclosure.

***Please read this entire Disclosure an Agreement prior to using Allegany County Teachers Federal Credit Union's mobile deposit service. By using Mobile Deposit Capture, you acknowledge your receipt and understanding of this Disclosure and agree to all terms of the Agreement.***

## DEFINITIONS

1. "Account (s)" is your eligible personal Allegany County Teachers Federal Credit Union share, draft checking, or money market account.
2. "Device" is your compatible iPhone mobile digital device, iPad mobile digital device or Tablet and/or Phone for Android, all of which allow secure SSL traffic and are capable of receiving text messages.
3. "Agreement" is the Mobile Deposit Capture Disclosure and Agreement.
4. "Electronic Image" is a digital or electronic representation of an original check that meets all the standards and is submitted by you to the credit union for processing and collection.
5. "Electronic Deposit" is a file that contains information regarding each electronic image that is submitted by you to the Credit Union that meets all the requirements imposed from time to time by the Credit Union set forth in this Agreement.
6. "MICR Line" is the numbers, which may include the routing number, account number, check number, check amount and other information, printed on the bottom of the check in magnetic ink in accordance with regulations and standards.
7. "Original Check" is the first paper check issued to or endorsed by you.
8. "Standards" are the applicable standards as determined by the American National Standards Institute ("ANSI") for image quality and transmission protocols.
9. "You" and "Yours" is each person with authorized access to your Account(s) who applies for and uses Mobile Deposit Capture.
10. "Service" is Allegany County Teachers Federal Credit Union's Mobile Deposit Capture.
11. "We", "Us", and "Credit Union" is Allegany County Teachers Federal Credit Union.
12. "Indemnify" means to compensate for loss or damage; to provide security for financial reimbursement to an individual in case of a specified loss incurred by the person.
13. "Post-Dated" means to put a date on a check, for example, that is later than the actual date.

## **OUR COMMITMENT TO SECURITY**

Allegany County Teachers Federal Credit Union recognizes and respects our member-owner's right to privacy concerning their non-public information; as a result, we utilize various methods of authentication.

## **SECURITY**

To help safeguard against potential, unauthorized use of your account, you should utilize reasonable caution when using a mobile device. If you believe your mobile device, user name (login), password or other approved access device has been lost or stolen, contact us at once at 301-729-8015.

## **CHANGE IN TERMS**

Your use of this service constitutes your acceptance of this agreement. This agreement is subject to change from time to time. Allegany County Teachers Federal Credit Union will notify you of any material change by providing you with a revised agreement. Your continued use of the service will indicate your acceptance of the revised agreement. Further, we reserve the right based on our discretion to change, modify, and/or remove features of the service. Your continued use of the service will indicate your acceptance of such changes.

## **LIMITATION OF SERVICE/ACCESSIBILITY**

In general, the Credit Union's Mobile Check Deposit service is available 24 hours a day, seven days a week. However, there may be times when you may experience technical or other difficulties using the service, including but not limited to, the service being unavailable due to maintenance and/or computer issues, communication, electrical or network failure, and any other cause beyond the Credit Union's control. You agree that Allegany County Teachers Federal Credit Union shall not be held liable if you are unable to gain access to the service.

## **INELIGIBLE CHECKS FOR DEPOSIT**

The following are not authorized for deposit using the Mobile Deposit Capture:

1. Checks payable to any person but you.
2. Checks drawn by you or any other person on your accounts or any account on which you are a joint account holder.
3. Checks payable jointly, unless deposited into an account in the name of all payees.
4. Checks drawn or otherwise issued by the US Treasury (such as tax refund checks) or a Tax Preparer (i.e. Liberty Tax Service).
5. Checks drawn on foreign financial institutions or payable other than in US Dollars.
6. Checks that have been altered 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.
7. Original checks that have previously been submitted through the Mobile Deposit Service or through a remote deposit service offered by another financial institution.
8. Checks that are post-dated.
9. Checks stamped with the "non-negotiable" watermark.
10. Any checks marked with "non-recourse".
11. Any check that has been dishonored or returned unpaid.

## **IMAGE QUALITY**

The image of a check deposited using the Mobile Deposit Service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI (American National Standards Institute), the Federal Reserve Board, NCUA (National Credit Union Administration) or any other regulatory agency for image quality and transmission protocols. This includes the MICR line, the image quality of the original check and the image quality of the electronic image.

## **ENDORSEMENT AND PROCEDURES**

You agree to endorse any item remotely deposited through Mobile Deposit Capture as “FOR DEPOSIT ONLY, ALLEGANY COUNTY TEACHERS FCU ACCOUNT/ACTFCU ACCOUNT”. You agree to follow any and all procedures and instructions the Credit Union may establish from time to time. Endorsements must be made on the back of the check within ½ inch of the top edge in **blue or black ink**; although we may accept endorsements outside the space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

1. A check payable to you and any joint owner(s) of your Bank Account must be properly endorsed by both parties.
2. If a check is payable to you or your joint owner, either payee may endorse it and deposit it.
3. Third party checks are not eligible for deposit through this service.

## **RECEIPT OF DEPOSITS**

We are not responsible for items we do not receive or images that are dropped during transmission. An image 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 is error free or complete. Images that are not complete, usable, or do not adhere to the image quality standards, may not be processed by us, in which case your deposit will be adjusted and notification provided. **ANY ITEMS TRANSMITTED FOR DEPOSIT THROUGH THIS SERVICE ARE SUBJECT TO OUR VERIFICATION AND FINAL INSPECTION AND MAY BE REJECTED BY US FOR ANY REASON.** You understand that any amount credited to your account using Mobile Deposit Capture is a provisional credit and you agree to indemnify, defend and hold harmless the Credit Union Against any damages, liabilities, costs or expenses incurred by the Credit Union related to your use of Mobile Deposit Capture.

## **NOTIFICATIONS**

In order to receive notifications you must promptly notify us of any change in your email address or mobile telephone number by contacting us during the credit union’s regular business days between the hours of 9:00 am – 5:00 pm est.

**Telephone:** 301-729-8015

**Mail:** 14316 National Hwy SW, LaVale, MD 21502

**Email:** [mobile@alcoteachersfcu.org](mailto:mobile@alcoteachersfcu.org)

## **CHECK WARRANTIES**

You make the following warranties and representations with respect to each image of an original check transmitted to the credit union using the Mobile Deposit Capture:

1. Each image is a true and accurate rendition of the front and back of the original check without any alteration; the amount, payee, signature (s) and endorsement (s) on the original check are legible, genuine and accurate.
2. The original check has not been previously transmitted as an electronic image or deposited with any other financial institution.
3. You will not present or allow anyone else to present the original check again for deposit through Mobile Deposit Capture or by any other means. If you or anyone else presents a check for deposit more than once, 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. You agree that we may debit from your account the aggregate amount of any check (s) that are deposited more than once.
4. That other than the digital image of the original check deposited through Mobile Deposit Capture, there are no other duplicate images of the original check.
5. You have possession of each original check deposited through Mobile Deposit Capture and will retain the check for the 30-day retention period.
6. You will comply with the Agreement and all applicable rules, laws and regulations.
7. You agree to indemnify and hold harmless Allegany County Teachers Federal Credit Union from any loss due to a breach of these warranty provisions.

## **COMPLIANCE WITH LAW/INDEMINIFICATION**

You agree to use Mobile Deposit Capture for lawful purposes only. You agree that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable law, rules and regulations, and this Agreement.

You agree to indemnify, defend and hold the credit union harmless from any damages, liabilities, costs, expense or other harm arising out of any violation thereof. This indemnity will service termination of your account or your use of Mobile Deposit Capture.

## **FUNDS AVAILABILITY**

You agree for purposes of deposits made using Mobile Deposit Capture, the place of deposit is LaVale, Maryland. Deposits received before 5:00 p.m. est Monday through Friday (excluding credit union holidays) will be credited on the same day. Deposits received after 5:00 p.m. est will be posted the following business day. If the deposit is received after 5:00 pm est on Friday, it will be posted the following Monday (excluding credit union holidays). With regard of the availability of deposits using Mobile Deposit Capture, funds will be made available according to our Funds Availability Policy provided to you at the time of account opening.

## **LONGER DELAYS MAY APPLY**

The availability of funds you deposit using Mobile Deposit Capture may be delayed for reasons as determined by the Credit Union on a case by case basis including but not limited to:

1. We believe it is a duplicate item.
2. You deposit checks via Mobile Deposit Capture totaling more than any applicable daily or monthly dollar or volume limit; or any other limit the Credit Union may impose.
3. We exercise our right to investigate unusual or suspicious items as determined by the Credit Union.

## **DISPOSAL OF DEPOSITED CHECKS**

You agree to securely store each original check for 30 days after transmission to the credit union. You understand this means the original check must be accessible to us upon our request. Upon our request, you will provide us with the original check within (5) business days. If not provided within this time frame, the amount of the item will be debited from your account. Promptly, after the 30 calendar day retention period, you agree to destroy the original check by first marking it “VOID” and then destroying it by shredding or any other acceptable means of destruction. You also agree to indemnify, defend and hold the Credit Union harmless from any damages, liabilities, costs or expenses (including attorney’s fees) incurred by the Credit Union related to your failure to secure or destroy the original check.

## **RECOVERY OF COSTS AND FEES**

If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back that amount of the returned item to the account the check was originally deposited to. You also understand and agree that you may be liable for any expenses the Credit Union incurs in attempting to obtain payment for any item requiring additional action outside of the routine costs associated with item processing. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney’s fees as applicable, as well as any and all costs associated with the Credit Union enforcing the terms of the Agreement.

## **ACCOUNT ELIGIBILITY AND ENROLLMENT**

The following are requirements that must be met before the Credit Union will issue initial approval for Mobile Deposit Capture:

1. Enrollment in Allegany County Teachers Federal Credit Union’s online banking services. The credentials for Mobile Banking are the same as the credentials for Online Banking.
2. The account to be used with Mobile Deposit Capture must be open a minimum of 30 days.
3. You must have no history of overdrafts or excessive returned items within a rolling 12-month cycle. Courtesy Pay is permissible as long as the negative balance is resolved within the required time period.
4. You may have no delinquencies or other default of any kind on any loans with the Credit Union greater than 30 days within a rolling 12-month cycle.
5. You must be at least 18 years old with a valid email address and mobile telephone number.
6. Service is available for personal accounts only.

The credit union may also take other factors into consideration that it deems relevant in its sole and absolute discretion. You acknowledge and agree that, even if all criteria set forth above are met, the Credit Union may still deny your enrollment.

## **SYSTEM REQUIREMENTS**

To use Mobile Deposit Capture, your iPhone mobile digital device, iPad mobile digital device or Tablet and/or Phone for Android must be internet enabled and connected through your mobile communication service provider. The device must be capable of receiving text/email messages. You must also use the operating system (s) and software that satisfies all technical specifications and other requirements that we and/or our service provider (s) establish. We and/or our service provider (IPARSE) may change these specifications and requirements from time to time. You are responsible for understanding the operations and maintenance of your mobile device.

The Credit Union is not responsible for your involvement with any third party for the purpose of using Mobile Deposit Capture. You accept any such software “as is” and are subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of the download and installation.

Mobile devices with Internet are susceptible to viruses. You are responsible for ensuring the device you use is free of viruses, worms, Trojan horses or other similar harmful viruses which could result in damage to programs, files and/or your device information being intercepted by a third party. You agree that all images and files transmitted through Mobile Deposit Capture will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems.

We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Mobile Deposit Service, email or the Internet.

## **USE OF SERVICE**

Your Online Banking ID and password used to access both your internet banking and Mobile Deposit Capture (via Mobile Banking) must be kept confidential and must be changed every six months. You are responsible for keeping your password, account numbers, challenge question responses and other account data confidential.

You agree that the credit union is entitled to act upon instructions we received with respect to Mobile Deposit Capture under your user ID, password or other authentication method we may require. You also agree that any transactions, requests or instructions we receive from you through this service using your password, ID or other authentication methods shall be considered “in writing” under all applicable law and shall have the same force and legal effect as a writing signed by you.

Following the receipt of notification that you have been approved for the use of Mobile Deposit Capture, you are authorized to remotely deposit paper checks to your credit union account by electronically transmitting a digital image of the paper checks to the credit union for deposit. Your use of the service constitutes acceptance of the terms and conditions of this disclosure and agreement. Upon receipt of the digital image, the credit union will review the image for acceptability. This will be completed at 1:00 pm and 5:00 pm each day; more often if time prevails. You understand and agree that receipt of an image is not a guaranty by the Credit Union that the image contains no errors or that the Credit Union assumes any responsibility for any information transmitted during use of the service. The Credit Union assumes no responsibility for an image that it does not receive; regardless of the reason. The Credit Union reserves the right to accept or reject any item for deposit into your account.

## **FEES**

Allegany County Teachers Federal Credit Union does not charge a usage fee for use of Mobile Deposit Capture. However, we reserve the right to assess or change fees at any time by sending you prior notice.

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. You also agree that we may contact you via your wireless device for any purpose concerning your accounts at Allegany County Teachers Federal Credit Union. This includes but is not limited to account servicing and collection purposes.

You acknowledge that if a check you have deposited is returned unpaid and charged back to the account that it is subject to the Returned Check fee as set forth within our fee disclosure provided at account opening.

## **DEPOSIT LIMITS**

The Credit Union reserves the right to establish and assign to you deposit limits for this service, including limits on the dollar amounts and/or number of checks that you may transmit through the service each day. The Credit Union reserves the right to modify these limits from time to time at its discretion. You agree to comply with all such limits which will be disclosed to you at the time of enrollment.

## **TRANSACTION LIMITS**

Transactions conducted via Mobile Banking are subject to all withdrawal and transfer limitations and excess activity charges described in the Allegany County Teachers Federal Credit Union Account Agreements and Disclosures.

## **HARDWARE AND SOFTWARE**

In order to use the Service, 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 loss or damages resulting from any errors or failures of your personal mobile device or processing systems including but not limited to viruses, malware, any Internet related problems or any person who may attempt or successfully gain access to your device or the data that is stored on that device.

## **PERIODIC STATEMENTS**

Any deposits made through Mobile Deposit Capture will be reflected on your next regular account statement.

## **ERRORS**

You understand and agree that you are required to notify the Credit Union of any error relating to images transmitted using Mobile Deposit Capture by no later than 60 days after you received the monthly periodic statement that includes any transaction you allege is erroneous. You understand that you are responsible for any errors that you fail to bring to the Credit Union's attention within such time frame.

In the case of errors or questions about Mobile Deposit Capture, either call, write or email us during regular business days. The Credit Union's regular business days are Monday through Saturday except for Credit Union holidays. We can be contacted between 9:00 am est. and 5:00 pm est. Monday through Friday, and 9:00 am est and 1:00 pm est. on Saturdays.

**Telephone:** 301-729-8015

**Mail:** 14316 National Hwy SW, LaVale, MD 21502

**Email:** [mobile@alcoteachersfcu.org](mailto:mobile@alcoteachersfcu.org)

## **DEPOSIT DATA SECURITY**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains secured until you are able to complete the deposit or delete the images.

You also understand that you are solely responsible for safeguarding against alteration, theft and duplicate submission of the original check(s) submitted for deposit through Mobile Deposit Capture.

## **COOPERATION WITH INVESTIGATIONS**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions and resolution of member claims by providing, upon request or without further cost, any originals or copies of items deposited through the service that you have in your possession and your records relating to such items and transmissions.

## **TERMINATION OF SERVICE**

We may, at our sole discretion, immediately terminate your access to the service immediately if:

1. There is an occurrence of a material change in your account activity as determined by the Credit Union.
2. We, at any time, determine that you do not meet our risk or other qualification requirements.
3. We discover any willful misconduct including but not limited to fraud.
4. You are in default of any terms of this agreement or any other agreement with us.
5. You have not used the service in a period of time that we feel is adequate to deem the service as inactive.
6. You have past due loan payments greater than or equal to 30 days.

In any of these events, our sole responsibility to you is to provide you with written notice of the termination of your ability to use the service, using the statement address we have on file at the time.

You may terminate your use of Mobile Deposit Capture by sending a written request to:

Allegany County Teachers Federal Credit Union  
Attn: Mobile Deposit Capture  
14316 National Hwy SW  
LaVale MD 21502

In the event of termination of the service, your responsibility, as well as ours, will continue through any applicable settlement period.

## **OWNERSHIP AND LICENSE**

You agree that we or our Service Providers retain all ownership and proprietary rights to the service, associated content and technology. Your use of the service is conditioned upon your complete compliance with the agreement. Without limiting the effect of the foregoing, any breach of the agreement immediately terminates your right to use the service. Without limiting the restriction of the foregoing, you may not use the service (i.) in any anti-competitive manner, (ii) for any purpose that would be contrary to us or our Service Provider's business interest or (iii) to Allegany County Teachers Federal Credit Union's or its Service Provider's actual or potential economic disadvantage. You may use the service only for non-business or personal use. 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 Service.

## **CUSTOMER INDEMNIFICATION**

With the use of this service and in addition to anything else set forth in this agreement, you assume liability for, and hereby agree to indemnify, protect and hold harmless Allegany County Teachers Federal Credit Union and its agents, officers, directors, successors and assigns (Credit Union Indemnities) from and against any and all liabilities, obligations, losses and expenses, including reasonable attorney's fees of any kind, nature damages arising out of the use of, condition of services (including latent and defects) and whether or not discoverable by



you or Allegany County Teachers Federal Credit Union, operation, ownership, selection, delivery, installation or licensing of any item of processing software or equipment. However, such indemnification shall not extend to any damage or loss due to gross negligence or willful misconduct of Allegany County Teachers Federal Credit Union.

## **DISCLAIMER OF WARRANTIES**

You agree your use of the service 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 service, whether expressed 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 service will meet your requirements, will be uninterrupted, timely, secure or error-free, or that the results will be accurate or reliable and that any errors in the service or technology will be corrected.

## **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, loss of data or other losses incurred by you or any third party arising from or related to the use of, inability to use or the termination of use of any remote banking service, regardless of the form of action or claim whether contract, tort, strict liability or otherwise, even if we have been informed of the possibility, except as otherwise required by law.

## **NO WAIVER**

We shall not be deemed to have waived any of our rights or remedies unless such waiver is in writing and signed by us. No delay or omission on the part of Allegany County Teachers Federal Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies that may occur in the future.

## **GOVERNING LAW**

This agreement is governed by and construed in accordance with the federal laws, rules and regulations of the United States of America and the State of Maryland.

## **BINDING**

This agreement shall be binding on the heirs, successors and assigns of the parties hereof.

## **CONTACT US**

The Credit Union’s regular business days are Monday through Saturday, except for credit union holidays. We can be contacted between the hours of 9:00 am est and 5:00 pm est Monday through Friday, and between the hours of 9:00 am est and 1:00 pm est on Saturdays.

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