



PO Box 20525, Phoenix AZ 85036
602-252-6831
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MariSol Federal Credit Union
Remote Deposit Capture Mobile Deposit Service Agreement Terms and Conditions

This Remote Deposit Capture Mobile Deposit Service Agreement ("Agreement") sets forth additional terms and conditions regarding your use of MariSol Federal Credit Union's (the "Credit Union") Remote Deposit Capture Mobile Deposit Service (the "RDC Service"). Use of the RDC Service is governed by this Agreement and the Mobile Banking Service Agreement except as specifically set forth in this Agreement. If there is a conflict between the Mobile Banking Service Agreement and this Agreement, the terms in this Agreement will govern your use of the RDC Service. By registering for or using the RDC Service, you agree to the terms of the Mobile Banking Service Agreement, and this Agreement.

1. The RDC Service. The RDC Service is designed to allow you to make deposits to certain of your Credit Union accounts by electronically transferring digital images of paper checks using compatible mobile phones or other mobile devices ("Mobile Device"). To use the RDC Service, you must download and install a third-party software application (the "Software") on your Mobile Device and follow the procedures for activating the RDC Service. The Credit Union reserves the right to modify the scope of the RDC Service at any time.

You are solely responsible for selecting your Mobile Device and making sure that you know how to properly use your Mobile Device and the Mobile Banking Services. The Credit Union may change or upgrade the Mobile Banking Service from time to time that could require a change or upgrade in your Mobile Device or the Software. You are solely responsible for any required upgrade to your Mobile Device or the Software and any losses caused by your failure to properly use and maintain your Mobile Device. The current minimum standard for Android devices is version 2.2 and above and iOS 5 and above for Apple devices. This is not a recommendation, endorsement or representation of any kind by the Credit Union regarding such operating systems.

Before sending the electronic image to the Credit Union, you agree to review the image for clarity and accuracy. You understand and acknowledge that images that are not clear cannot be processed by the Credit Union or may be processed inaccurately. Even if you are notified that an image has been received, that notification does not mean that the image has been accepted or that it contains no errors. The Credit Union reserves the right to reject any image. You are solely responsible for the image and information you transmit. You understand and agree that any amount credited to your account based on the images sent by you for deposit is a provisional credit and you are responsible for any loss, late fees or other service charges resulting from rejection of the image by the Credit Union.

You agree not to use the RDC Service or submit images through the RDC Service that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or

stolen items, including, but not limited to, use of the RDC Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (d) be false, misleading, inaccurate, defamatory or unlawfully harassing; or (e) interfere with, disrupt or attempt to gain unauthorized access to the RDC Service.

The Credit Union may impose limits on the number or amount of deposits that you can transmit using the RDC Service or other policies and procedures regarding access to and use of the RDC Service. The Credit Union reserves the right to change those limits or any policies or procedures at any time.

2. Check Requirements.

Any image of a check to be transmitted must accurately and legibly include all information on the front and on the back of the check. Prior to capturing the image of the check, you agree to endorse the back of the original check. The endorsement must include your signature as your name appears on the check and the following information: **"For Deposit Only via RDC Mobile Deposit"** followed by the account number to which the check is being deposited. Endorsements that do not contain this information as stated may be rejected. Specifically, the image must include identification of the drawer and the paying bank that is preprinted on the check including complete and accurate bank account numbers at the bottom of the check.

Check deposits are limited to an aggregate total of \$2,000.00 per business day.

You agree to not submit images of any of the following:

- a. Checks or items payable to any other person or entity other than you.
- b. Checks or items issued by you or any other person on any of your accounts or on any accounts on which you are an authorized signor.
- c. Checks or items containing obvious alterations in any field on the front of the check, or which you know or suspect are fraudulent or not authorized by the account holder on which the check or item is drawn.
- d. Checks or items drawn on a financial institution outside of the United States or that is not payable in United States currency.
- e. Checks or items dated more than six months prior to the date of deposit.
- f. Checks or items prohibited by the Credit Union's policies for use of the RDC Service or applicable to your account.

You agree to securely store each original check for a period of 30 days after the deposit is posted to your account and to provide the Credit Union with the original check upon request. You agree never to re-present the check. After the 30 days period, you agree to mark the check as electronically presented or void and to dispose of the check to ensure it will not be presented again for payment. The Credit Union will notify you of any transactions that cannot be processed because a check or other item is returned. You agree that the Credit Union can debit your account for any returned check or item deposited through the RDC Service.

3. Business Days and Funds Availability

Our business days are Monday through Friday, excluding Federal holidays, and Credit Union declared holidays as published in our website www.marisolcu.org. Imaged items transmitted before 3:00 p.m.

Arizona Time on a business day shall be considered received by the Credit Union on that day. Imaged items transmitted on a non-business day or after 3:00 pm on a business day shall be considered received by the Credit Union on the following business day. The transmitted image is considered received by us only when we expressly acknowledged such receipt.

We generally apply the Credit Union's Funds Availability Policy to check images received through the RDC Service in the same manner as if we had received the original paper check. However, in addition to any exceptions noted in the Funds Availability Policy, we may delay availability of funds from any deposit you make through the RDC Service at any time in our sole discretion, dependent on our ability to collect based upon any check image that you present

4. Other Agreements. Nothing in this Agreement modifies, alters or changes your existing agreement with your third-party Mobile Device provider or carrier. Your Mobile Device provider or carrier may charge additional fees for use of the RDC Service or have limits or restrictions that could impact your use of the RDC Service, for example restrictions on data usage or transfer or fees for sending or receiving text messages. If you download software for use of the RDC Service from a third party provider, use of the software may be subject to additional terms and conditions and fees. You are responsible for complying with all agreements between you and your mobile carrier and any software application provider. You agree that you are solely responsible for all such fees, limitations and restrictions and that any problems or issues related to your mobile service are between you and your mobile service provider or carrier or any software application provider.
5. License. Provided that you comply with the terms of this Agreement and other applicable agreements, you are hereby granted a non-transferable, non-exclusive license to download, install and use the software or other technology solely in connection with the RDC Service. You agree not to reverse engineer or reverse compile any RDC Service technology, including, but not limited to, any software or other mobile phone applications associated with the RDC Service.

In the event that you wish to change to a different Mobile Device, you will be required to download and install the software to such different Mobile Device. This license will terminate automatically upon (i) termination or cancellation of the RDC Service for any reason; (ii) termination or cancellation of your online banking services with the Credit Union for any reason; or (iii) written notice to you at any time, with or without cause. In the event this License is terminated for any of the foregoing reasons, you agree to promptly delete the Software from your Mobile Device.

6. Account Information. You agree to provide and keep all of your account information accurate and current and to only access authorized accounts through the RDC Service. You agree that the Credit Union and its service providers may send you, by text message, email, and other methods, communications relating to the RDC Service, including without limitation welcome messages, notices and information and requests for information relating to use of the RDC Service. You agree to keep your password or PIN required to access the RDC Service confidential. You are solely responsible for all transactions and other activity through the RDC Service accessed using your password or PIN. If you believe your password or PIN has been stolen or is being used without your authorization, please contact the Credit Union immediately. Unless you have notified us in accordance with paragraph 9 of this Agreement, you represent that the phone number(s) provided are owned by you and phone(s) and phone number(s) are and continue to be under your control.

We may monitor your account and usage of the RDC Service for compliance with laws and regulations and this Agreement. We may provide personal data to our service providers as necessary to provide the RDC Service to you.

7. Indemnification. You agree to indemnify, defend, and hold the Credit Union and its service providers harmless from and against any and all claims, liability, damages, losses, expenses and costs

(including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the RDC Service or any violation of this Agreement.

8. Charges for the Service. You agree to pay for the RDC Service in accordance with the Credit Union's current fee schedule and as amended from time to time. You authorize the Credit Union to automatically charge your account for all such fees incurred in connection with the RDC Service.

9. Warranty and Limited Liability. The RDC Service is provided AS IS and AS AVAILABLE. You acknowledge that the RDC Service may be interrupted, may be limited or may not be accessible over some mobile networks. You further acknowledge that, from time to time, the RDC Service may be delayed, disrupted or interrupted and that could result in inaccuracy, delay, misdelivery or error in transmission of data or information. Information available through the RDC Service may not be current or may differ from the information that is available directly through the Credit Union website.

We are not responsible for any failure to perform our obligations or provide the RDC Service due to fire, earthquake, flood or any failure or delay of computer or communication systems or other causes beyond our control. Neither we nor any service provider can foresee or anticipate technical issues or difficulties that could result in loss or deletion of data, personalized settings or interruptions in the RDC Service. We assume no liability for the operation, security or availability of any wireless device or network that you use to access the RDC Service.

THE CREDIT UNION AND ITS SERVICE PROVIDERS DISCLAIM ALL WARRANTIES RELATING TO THE RDC SERVICE OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF PROFITS, BUSINESS, OR DATA, WHETHER BASED IN STATUTE, CONTRACT, TORT OR OTHERWISE, EVEN IF THE CREDIT UNION OR ITS SERVICE PROVIDERS, AS APPLICABLE, HAVE BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF THE CREDIT UNION OR ITS SERVICE PROVIDERS TO YOU IN CONNECTION WITH THE RDC SERVICE OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT EXCEED \$50. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10. Change, Suspension or Cancellation. You may cancel your participation in the RDC Service at any time by contacting 602-252-6831. We reserve the right to change or cancel the RDC Service at any time without notice. We may also suspend your access to the RDC Service at any time without notice and for any reason, including but not limited to, your non-use of the RDC Service.

Signature

Date

Signature

Date

Account Number(s)

Best Contact Phone Number