

## **Domino Federal Credit Union Mobile Deposit User Agreement (Terms and Conditions):**

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Mobile Deposit that Domino Federal Credit Union ("Credit Union", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with Credit Union, including your Membership, as amended from time to time, are incorporated by reference and made a part of this Agreement.

1. **Services.** The Mobile Deposit capture services ("Services") are designed to allow you to make deposits to your checking and savings accounts (Share, Domino Reward Checking, and Share Draft accounts) from home or other remote locations by scanning checks and delivering the images and associated deposit information to Credit Union or Credit Union's designated processor. The Credit Union's Clean Slate Checking Accounts are not eligible for Mobile Deposit Services. The Credit Union has to approve members for use of the Service.

2. **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. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, 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.

3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot 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.

4. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Credit Union from time to time. 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.

**Failure to protect your remote device and security credential may allow an unauthorized party to access the Service and transmit electronic items for deposit. All users of the Service through your security credentials will be deemed to be users authorized by you and be binding upon you. You also assume the entire risk for the fraudulent or unauthorized use of your security credentials. You agree to (1) Exercise responsible behavior when using the Service, (2) Follow the instruction and recommendations that**

**the Credit Union provides you with respect to the Services, and (3) Use maximum caution in protecting your remote device and security credentials from unauthorized access. You agree to notice the Credit Union immediately if you become aware of any loss or theft of, or any unauthorized use of the Service of your security credentials.**

**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 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 Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- 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 an alteration on the front of the check or item, 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 name 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 that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks stamped with a "non-negotiable" watermark.
- Checks that are missing any information, including but not limited to a payee, written and numeric dollar amounts, date, and endorser.
- A photocopy of a check for deposit.
- Checks from a lottery or prize winnings.
- Savings Bonds; Money Orders; Traveler's Checks; HELOC Access and Credit Card Advance Checks; and Comdata Checks.
- Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your 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.
- Checks that are prohibited by the Credit Union's current Membership Agreement with you.
- Checks that are in violation of any federal or state law, rule, or regulation.

**6. Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as with, "For Mobile Deposit Only at Domino Federal Credit Union, your signature, and account number". You agree to follow any and all other procedures and instructions for use of the Services as Credit Union may establish from time to time.

**7. 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 Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**8. Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 5:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available within twenty-six (26) hours from the day of deposit. However, additional holds may apply and you will be informed of longer holds.

**9. Disposal of Transmitted Items.** Upon your receipt of a confirmation from Credit Union that we have received an image that you have transmitted, You agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Credit Union upon request.

**10. Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$1,000.00 per business day. The current maximum daily limit on the number of items which can be presented is five (5). We reserve the right to change these limits at any time without prior notice to you.

**11. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Credit Union's sole discretion subject to the Member Services Agreement governing your account.

**12. Errors.** You agree to notify 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 Credit Union account statement is sent. Unless you notify 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 Credit Union for such alleged error.

**13. Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**14. Image Quality.** The image of an item transmitted to Credit Union using the Services must be legible, as determined in the sole discretion of Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time

by Credit Union, by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**15. User Warranties and Indemnification.** You warrant to 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 re-deposit or re-present the original item.
- All information you provide to Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware
- You agree to indemnify and hold harmless Credit Union from any loss for breach of this warranty provision.

**16. Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**17. Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Bank Services Agreement or any other agreement with us.

**18. Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**19. Ownership & License.** You agree that 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 Credit Union's business interest, or (iii) to Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. 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.

**20. 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 or merchantability, fitness for a particular purpose and no infringement. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely secure, or error free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

**21. 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 service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if the Credit Union has been informed of the possibility thereof.

**22. Governing Law.** This Agreement shall be governed by federal laws and regulations. To the extent such laws and regulations do not apply, this agreement is governed by the laws of the State of Texas.

**23. Electronic Consent and Acceptance of Terms and Conditions.** In order to enroll in the Mobile Deposit service, you consent to receive and accept the terms and conditions of this agreement, and any amendments to it electronically or in printed form at the Credit Union's sole discretion. In the event any change to this agreement requires prior notice to you, the Credit Union will notify you by e-mail, at the e-mail address you have provided for such notices, of the new or different terms and conditions or it will provide you with a link within such e-mail where you may view the new or different terms and conditions on a web site. You understand and agree that the Credit Union reserves the right to provide any notices regarding the use of the Mobile Deposit service to you in printed form.

**24. Consent and Agreement.** By agreeing to these terms, you agree: (i) that you have equipment that satisfies the above requirements; (ii) to receive information about the Mobile Deposit service, including this agreement, any amendments to it or any notices regarding the use of the service, electronically; and (iii) that you have received an electronic version of this agreement and agree to be bound by the terms and conditions contained therein. Because enrollment in the Mobile Deposit service can only occur electronically, you understand that you cannot enroll in the service unless you agree. The Credit Union reserves the right to provide information and notices about the Mobile Deposit Capture service to you by non-electronic means.