



SELF-HELP FEDERAL CREDIT UNION  
MOBILE REMOTE DEPOSIT CAPTURE aka: MOBILE DEPOSIT  
**USER AGREEMENT**

**TERMS AND CONDITIONS**

This User Agreement establishes the rules that govern the processing of deposited checks through member account(s) at Self-Help Federal Credit Union using Mobile Remote Deposit Capture.

**DEFINITIONS**

In this User Agreement, the words 'I,' 'me,' 'my,' 'us' and 'our' shall mean the member who applied for and/or uses any of the services ('Mobile Deposit Services' or 'the Service') described in this User Agreement.

The words 'you,' 'your,' 'yours,' 'the Credit Union,' and 'Financial Institution' shall mean Self-Help Federal Credit Union.

'Account' or 'Accounts' shall mean the individual checking, savings share(s) deposited with Self-Help Federal Credit Union through the Mobile Remote Deposit Capture program.

'System' or 'Systems' shall mean the program that is maintained by Self-Help Federal Credit Union, or other third parties, that I connect to through the internet in order to access the Service.

'Check' or 'Checks' shall mean negotiable demand draft(s) drawn or payable through an office of a United States based financial institution, as well as demand draft(s) drawn on a Federal Reserve Bank or a Federal Home Loan Bank or on the Treasury of the United States. Check(s) include original check(s) and substitute check(s). Check(s) do not include noncash items payable in a medium other than United States dollars. A draft may be a check even though it is described on its face by another term, such as 'money order.'

**USE OF SERVICES**

My use of the Mobile Deposit Services constitutes my acceptance of the terms and conditions of this User Agreement.

Upon receipt of the digital image, the Credit Union will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via onscreen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive.

Following receipt of the image, you may process the image by preparing a 'substitute check' or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Mobile Deposit Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

## **COMPLIANCE WITH LAW**

I agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business, if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold the Credit Union harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

## **CHECK REQUIREMENTS**

Any image of a check that I transmit to the Credit Union must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check. My endorsement will include the following notations:

- The phrase 'FOR MOBILE DEPOSIT ONLY - MEMBER # \_\_\_\_\_'

The image of the check transmitted to the Credit Union must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image quality for the check will meet the standards for image quality established by the American National Standards Institute ('ANSI'), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

## **REJECTION OF DEPOSIT**

The Credit Union is not liable for any service charges or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss, plus any applicable fees to your Account, due to an item being returned.

## **ITEMS RETURNED UNPAID**

A written notice will be sent to me of transactions the Credit Union is unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize the Credit Union to debit the amount of such item from the Account.

## **EMAIL ADDRESS**

I agree to notify the Credit Union immediately if I change my email address, as this is the email address where you will send me notification of receipt of mobile remote deposit items.

## **UNAVAILABILITY OF MOBILE DEPOSIT SERVICES**

I understand and agree that the Service may at times be temporarily unavailable due to the Financial Institution's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Mobile Deposit Services are unavailable, I acknowledge that I can deposit an original check at your branches or through your ATMs or by mailing the original check to you at:

Self-Help Federal Credit Union  
2504 Tenaya Dr  
Modesto, CA 95354  
Attn: Member Services

It is my sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by the Credit Union. However, you will email notification of items that are rejected by the next business day following rejection.

## **FUNDS AVAILABILITY**

I acknowledge and agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item I transmit through the Service is received and accepted before 4:00 p.m. Eastern Time on a business day that the Credit Union is open, you consider that day to be the day of my deposit. Otherwise, you will consider that the deposit was made on the next business day the Credit Union is open. Funds deposited using the Service will generally be made available by the sixth business day from the day of deposit. The Credit Union may make such funds available sooner or later based on such factors as credit worthiness, the length and extent of my relationship with the Credit Union, transaction and experience information, and such other factors as the Credit Union, in its sole discretion, deems relevant.

## **ACCOUNTHOLDER'S WARRANTIES**

I make the following warranties and representations with respect to each image of an original check I transmit to the Credit Union utilizing the Mobile Deposit Services:

1. Each image of a check transmitted to the Credit Union is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. I will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
4. Other than the digital image of an original check that I remotely deposit through your Mobile Deposit Services, there are no other duplicate images of the original check.
5. I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
6. Any information I provided to the Credit Union remains true and correct and, in the event any such information changes, I will immediately notify the Credit Union of the change.
7. I have not knowingly failed to communicate any material information to the Credit Union.
8. Files and images transmitted to the Credit Union will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.
9. I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

## **STORAGE OF ORIGINAL CHECKS**

Upon my receipt of a confirmation from the Credit Union that you have received an image that you have transmitted, I agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, I agree to destroy the check that I transmitted as an image or mark it 'VOID.' During the time the retained check is available, I agree to promptly provide it to the Credit Union upon request.

## **SECURING IMAGES ON MOBILE DEVICES**

When using the Service, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the System.

## **ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION**

I understand and agree that I am required to indemnify the Credit Union and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Service and/or breach of this User Agreement. I understand and agree that this paragraph shall survive the termination of this User Agreement.

## **IN CASE OF ERRORS**

In the event that I believe there has been an error with respect to any original check or image thereof transmitted to the Credit Union for deposit or a breach of this User Agreement, I will immediately contact you regarding such error or breach as follows:

- Telephone the Credit Union at: 877-369-2828, or
- e-mail the Credit Union at: [info@self-helpfcu.org](mailto:info@self-helpfcu.org)

## **LIMITATION OF LIABILITY**

I understand and agree that the Credit Union is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this User Agreement.

## **CHARGES FOR USE OF THE MOBILE DEPOSIT SERVICES**

All charges associated with the Service are disclosed in the Credit Union's Fee Schedule which is available at [www.self-helpfcu.org](http://www.self-helpfcu.org).

## **WARRANTIES**

I understand that the Credit Union does not make any warranties on equipment, hardware, software or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. The Credit Union is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, or the Credit Union's use of any of them or arising in any way from the installation, use, or maintenance of my personal computer hardware, software or other equipment.

## **CHANGE IN TERMS**

From time to time, the Credit Union may amend any of the terms and conditions contained in this agreement. Such amendments shall become effective as stated on any notice sent to me. Examples of such notices might include, but are not limited to, newsletters, disclosures, periodic statements, etc. My use of the Service after receipt of notification of any change by the Credit Union constitutes my acceptance of the change.

## **TERMINATION OF THE MOBILE DEPOSIT SERVICES**

I may, by written request, terminate the Service provided for in this User Agreement. The Credit Union may terminate my use of the Mobile Deposit Services at any time upon written notice. In the event of termination of the Service, I will remain liable for all transactions performed on my Account.

## **RELATIONSHIP TO OTHER DISCLOSURES**

The information in these Disclosures applies only to the Service described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

## **GOVERNING LAW**

I understand and agree that this User Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of California.

## **PERIODIC STATEMENT**

Any remote deposits made through the Service will be reflected on my monthly Account statement. I understand and agree that I am required to notify the Credit Union of any error relating to images transmitted using the Mobile Deposit Services by no later than 60 calendar days after I receive the monthly Account statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

## **LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT**

I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by the Credit Union.

## **UNACCEPTABLE DEPOSITS**

I understand and agree that I am not permitted to deposit the following items using the Service:

- Checks payable to any person other than the person(s) who own the Account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which I 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 six (6) months prior to the date of deposit.
- Checks or items prohibited by the Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union Account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC, such as money orders and teller checks.
- Checks with any endorsement on the back other than that specified in this User 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.

## **CONFIDENTIALITY**

I acknowledge and agree that confidential data relating to your Mobile Deposit Services, marketing, strategies, business operations and business systems (collectively, 'Confidential Information') may come into my possession in connection with this User Agreement. I understand and agree that I am prohibited from disclosing, and agree to maintain the confidentiality of, your Confidential Information.

## **WAIVER**

The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

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