

Terms of Agreement

Air Force Federal Credit Union (AFFCU) Mobile Deposit allows you to use a compatible, camera-enabled mobile phone or device to scan original checks that meet our required standards and electronically transmit images of the check to be deposited into your account.

Please read this agreement carefully and keep a copy for your records. Use of this service will constitute acceptance of the terms and conditions.

Deposit of Funds

Eligibility Requirements to Use Mobile Deposit

In order to qualify for Mobile Deposit you must meet all the following:

- Your account was opened at least 30 days ago
- You must have an open checking account
- You must be registered for Home Banking
- You must be signed up for e-statements
- Your e-mail address must be current and valid
- Your account must be in good standing, including being current on all loans with AFFCU

AFFCU reserves the right to impose additional eligibility requirements at any time. You must purchase the hardware, software and internet service required to use this service. AFFCU will not be responsible for the maintenance or breakage of your hardware or software.

Deposit Limits

AFFCU reserves the right to establish and assign to you deposit limits for this Service (including limits on both dollar amounts and total number of checks that you transmit on a daily or weekly basis). Our current limits are \$5,000 for qualified members, with the exception of those members with a SAF-T account, which will be limited to \$200. You may deposit up to your maximum limit into your Share/Share Draft Account by capturing and delivering the images and associated deposit information to AFFCU's designated processor. You may complete more than one Mobile Deposit as long as your maximum deposit limit is not exceeded.

Funds Availability

Deposits made through Mobile Deposit are subject to verification and will not be available for immediate withdrawal. Credit given for an item is provisional and subject to final approval of the item. **Checks deposited through Mobile Deposit are not governed by Regulation CC availability of funds; AFFCU reserves the right to modify the hold times and amounts in our sole discretion.** Currently, the first \$200 from a Mobile Deposit will be available on the first business day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check of \$700 on a Monday, \$200 of the deposit is available on Monday. The remaining \$500 is available on Wednesday.

Longer Delays May Apply

Funds you deposit by Mobile Deposit may be delayed for a longer period based on the facts and circumstances including, but not limited to:

- We believe a check you deposit will not be paid.

- You deposit checks totaling more than \$5,000.00 on any one day through any deposit method.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- Technical difficulties, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. Funds will generally be available no later than the seventh business day after the day of your deposit.

Representations and Warranties

By using the Mobile Deposit service, you agree:

- You will only transmit acceptable items for deposit;
- Each image of a check you deposit 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;
- You are authorized to endorse each check you transmit for deposit;
- You have possession of the original check and no party will submit the original check for payment to us or any other depository bank;
- Images will meet the image quality standards according to American National Standard Specifications for an Image Replacement Document;
- You will not transmit duplicate items;
- You will not deposit or represent the original item through this service or at any other financial institution;
- You are solely responsible for any and all financial risk that may be associated with your use of this service, including without limitation the risk that a check will be returned for insufficient funds;
- AFFCU will not sustain a loss because the original check was deposited or presented before or after it was transmitted through the Mobile Deposit service;
- The check has been endorsed by all payees and you are authorized to deposit the check into your account;
- You will comply with this Agreement and all applicable rules, laws and regulations.

If you breach any of these representations and warranties, you agree to indemnify, and hold harmless AFFCU against any and all liability, damages or losses arising from any claims, suits or demands from third parties. You also authorize AFFCU to debit your account for the amount of such claim, suit or demand that results from a breach of warranty under the provision of Regulation CC, Check 21 and/or the Uniform Commercial Code.

Unacceptable Mobile Deposits

You agree that the following items will not be considered an acceptable Mobile Deposit under the Mobile Deposit Agreement. Mobile Deposits of the nature described below will result in the immediate reversal of the Mobile Deposit to your account and may result in the suspension of this service. A Mobile Deposit reversal means the amount of the item deposited will be removed from your account and will reduce your balance. The reversal may also result in a negative balance on your account.

Unacceptable deposits include the following:

- *Deposit of AFFCU Check Drawn on Personal Account* – Deposit of a personal check that is drawn on the account holder's personal checking account at AFFCU.
- **Previously Deposited Checks** – Any checks previously submitted for deposit with AFFCU or any other depository bank.

- *Non-Negotiable Items* – The Mobile Deposit of any item stamped as “non-negotiable.”
- *Altered Checks* – An altered check is any check that contains evidence of a change (correction fluid, crossed out amounts, etc.) to information on the face of the check. Members with altered checks **MUST** get a replacement check from the maker before AFFCU will accept the Mobile Deposit check.
- *Foreign Checks* – A foreign check is any check that is issued to you by a financial institution in a country other than the United States of America (Canada, France, etc.). Foreign checks may **ONLY** be deposited by mail. Please remit all foreign checks to Air Force Federal Credit Union; 1560 Cable Ranch Rd. Ste. 200; San Antonio, TX 78245.
- *Incomplete Items* – An incomplete item is any item that does not contain signatures of the maker, endorsement signatures, or is missing any of the information required during key-entry in a Mobile Deposit session.
- *Stale Dated Checks* – Certain checks contain instructions such as: “Void 90 days after issue date” or “Must be cashed within six months of issue date.” Members with stale date checks **MUST** get a replacement check from the maker before AFFCU will accept the deposit. If the check does not specify a stale date, it will be assumed 6 months from the date written on the check.
- *Demand Drafts or Remotely Created Checks* – For example, checks lacking the original signature of the person authorizing the check.
- *Inconsistent Checks* – For example, checks with inconsistent numerical and written dollar amounts.
- *Undated or Post-Dated Checks* – Checks that do not have a date or checks that have a future date.
- *Checks made payable to any other person or entity other than you (Third-Party Checks)* – For example, a check that is payable to someone else, endorsed and signed over to you.
- *Additional Unacceptable Checks* – For example, checks not payable in United States currency; money orders or travelers checks; starter or counter checks; insurance drafts; substitute checks; photocopies of checks; purported lottery or prize winnings; rebate checks; or other similar checks. If you have a question on whether an item is eligible, please contact us in advance.
- *Checks Exceeding the Deposit Limits.*
- *Previously Returned Checks* – Any check that has been previously returned unpaid for any reason.

Depositing Checks

Endorsements must be made on the back of the check within 1 ½ inches from the top edge of the check, although we may accept endorsements outside of this space. **Your endorsement must include your signature and “For Mobile Deposit Only.”** Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check made payable to two payees must be endorsed by both payees.

Once you have completed your mobile deposit and receive e-mail confirmation that the check has been received, you should write VOID across the front of the check and securely store the check for a minimum of 60 calendar days after transmission to us. We may need to verify a deposit and we may request that you make the original check available to us. You agree to promptly assist us with this type of request. If the original check cannot be provided in a timely manner, this can result in the reversal of the deposit from your balance. A reversal of a deposit could take your account negative.

Processing Fees

There is no fee to deposit checks using Mobile Deposit.

You agree to immediately reimburse AFFCU for any negative balance in your account caused by your use of Mobile Deposit. In the event legal action is required, you agree to pay AFFCU for its reasonable attorney’s fees and court costs. If your use of Mobile Deposit causes a negative balance in your account, you also agree to pay AFFCU’s overdraft fees as disclosed in the Truth and Savings Fee Schedule.

AFFCU will not be liable for negative balances on accounts caused by the non-payment of checks due to insufficient funds, mobile service or for any action by the member or authorized user of the account that results in the reversal of a deposit on the account.

AFFCU reserves the right to discontinue Mobile Deposit or to suspend account access at any time due to a change in business conditions or the failure of any member to abide by the Online Banking Regulation E Disclosures and Terms of Agreement, the Mobile Deposit Agreement, or any other applicable AFFCU Agreements and Disclosures.

You acknowledge that wireless providers may impose fees, limitations or restrictions. You agree that you are solely responsible for all such fees, limitations and restrictions.

Mobile Deposit Availability

Mobile deposit is generally available 24/7 through AFFCU's mobile app. In the event that Mobile Deposit is temporarily unavailable due to system maintenance or technical difficulties, including those on the Internet service provider, cellular service provider or internet software; you may deposit your check at an ATM, branch location or via regular mail. AFFCU reserves the right to change, suspend, or revoke the Mobile Deposit service immediately and at any time without prior notice to you.

Disclosure

Liability for Unauthorized Use

CONTACT US IMMEDIATELY if you believe that unauthorized activity has been conducted through the Mobile Deposit program. Telephoning our Member Contact Center at 210.673.5610 or 800.227.5328 is the best way of keeping damages to a minimum. If you notify us of the misuse of Mobile Deposit within two business days, you can lose no more than \$50 (fifty dollars). If you do NOT tell us within two business days, and we can prove we could have stopped the misuse of Mobile Deposit without your permission if you told us, you could lose as much as \$500.00 (five hundred dollars).

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from conducting an unauthorized transaction if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods with appropriate documentation of proof.

How to Contact Us

In the event of error or question about any transactions, you may call us at 210.673.5610 or 800.227.5328 or write to us at: Air Force Federal Credit Union; 1560 Cable Ranch Road, Suite 200; San Antonio, TX 78245.

Business Days/Hours

For purposes of this disclosure, our business days/hours are Monday through Friday, 8:00 AM to 5:00 PM CT except for national holidays.

Documentation

You will receive a monthly statement, unless there is no transaction in a particular month, showing the status of your account(s) transactions made during the previous month. You agree to notify AFFCU promptly if you change your mailing address, your e-mail address, phone number or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Consent to Contact You via Mobile Phone

You agree that AFFCU, or our authorized agent, may contact you via the mobile device used to access the Service for any purpose concerning your accounts with us, including but not limited to account servicing and collection purposes. Your consent applies to any mobile device and mobile phone that you use to access the Service and any telephone number you have provided to us or we have obtained. You understand and agree that your consent authorizes AFFCU or our authorized agent to contact you using autodialed or prerecorded calls and text messages.

AFFCU's Limitation of Liability

Unless otherwise required by law, AFFCU will not be responsible for any losses, damages, or liabilities arising from or related to use of the Mobile Deposit service. AFFCU's liability for errors or omissions with respect to the data transmitted or printed will be limited to correcting the errors or omissions.

You understand and agree that AFFCU is not responsible for any indirect, consequential, punitive, or other damages of any type attributable to your breach of this agreement or to the availability of the Mobile Deposit services.

Disclaimer of Warranties; Risk of Loss

The Mobile Deposit service is provided on an "AS IS" and on an "AS AVAILABLE" basis. AFFCU's disclaims all warranties of any kind as to the use of the Mobile Deposit services, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. AFFCU makes no warranty that (1) the Mobile Deposit service will meet your requirements; (2) the Mobile Deposit service will be uninterrupted, timely, secure or error free; (3) the results that may be obtained from the service will be accurate or reliable; or (4) any errors in the service or technology will be corrected.

In the event of a system failure or interruption, your data may be lost or destroyed. Any mobile deposit that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any mobile deposit so impacted.

Receipt of Items; Right to Reject Items

AFFCU will not be liable for items that it does not receive or for images that are not transmitted completely. An image is considered received when the status of the items is 'Submitted.' However, such status of the item does not mean that the transmission was without error. Once an item is reviewed and approved, the status is 'Approved.'

AFFCU reserves the right to reject any item transmitted through the Service, at its sole discretion.

All items shall be considered transmitted from and received in San Antonio, Texas, regardless of your physical location when an item is transmitted or received.

Confidentiality

We will not disclose information to third parties about your account(s) or transaction(s) unless:

1. Where it is necessary to complete deposits;
2. It is necessary to verify the existence or condition of your account(s) for a third party such as a credit reporting agency or merchant;
3. It is needed to comply with a government agency or court order;
4. As outlined in our Privacy Policy;
5. You give us written permission.

Security Requirements

To prevent unauthorized usage of the Mobile Deposit service, you agree to ensure the security of your mobile phone and other devices you own and use to access the service. You agree to secure your devices with a password and to protect such password and other personal information. You agree that if you permit any other person to use the Mobile Deposit service or to otherwise access your accounts at AFFCU that you are responsible for any transactions and activities performed on your accounts.

Amendments

AFFCU reserves the right to change the terms and conditions of the Mobile Deposit service, or terminate this agreement, without notice at any time. You may terminate this agreement at any time by notifying us in writing, however, any use of the Mobile Deposit service will continue in effect until AFFCU has received your written notice of termination and has had a reasonable opportunity to act upon it. You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

Notices

Unless otherwise required by applicable law, any notice or written communication given pursuant to this agreement may be sent to you electronically. AFFCU may, in its sole discretion, provide notice by email, other electronic form, or by mail. You will be deemed to have received a notice no later than three (3) days after it is sent by AFFCU, whether sent by email, other electronic form, or by mail.

Additional Terms

The terms and conditions of this agreement supplement any other agreement(s) and/or disclosures related to your Membership and your accounts with AFFCU. In the event of any conflict between such other agreements and/or disclosures and this agreement, the terms of this agreement shall prevail with respect to the Mobile Deposit service.

This agreement is governed by the federal law of the United States of America and the internal law of the State of Texas. Should any court determine that any provision of this agreement is not valid or enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. A determination that any provision of this agreement is invalid or unenforceable shall not render any other provision of this agreement invalid or unenforceable.