

LONG ISLAND STATE EMPLOYEES FEDERAL CREDIT UNION

MOBILE CHECK DEPOSIT SERVICE AGREEMENT

Service Agreement

This Mobile Check Deposit Service Agreement (the "Agreement") contains the terms and conditions for the use of Mobile Check Deposit ("MCD") services and is the contract which covers your and our rights and responsibilities. By entering into this Agreement, you agree to all the terms and conditions contained in this document. Your acceptance of these terms and/or use of the services constitutes your acceptance of this agreement. From time to time, we may amend, modify, or cancel the services without notice, except as may be required by law. We will notify you of any material change via mail, email, newsletter, or on our website with a link to the revised Agreement. Your continued use of the services will indicate your acceptance of any such changes to the services.

Definitions

"We, "us", "our", and "credit union" mean Long Island State Employees Federal Credit Union.

"You", "your" and "member" mean each person who is a member of Long Island State Employees Federal Credit Union and who has authorized access to an account through mobile banking and/or mobile apps.

"Account(s)" means the eligible Long Island State Employees Federal Credit Union deposit accounts you have with the credit union.

"Agreement" means this mobile check deposit service agreement

"Mobile Check Deposit", "MCD", and "Services" means the remote deposit capture service offered by the credit union.

Services

The Mobile Check Deposit services ("Services") are designed to allow you to make deposits into your credit union accounts from home or other non-branch locations by scanning checks and sending the images and deposit information to the credit union and/or any third party vendors the credit union uses.

Limitations of Services

In order to utilize the Services, you must have compatible hardware devices capable of operating the specified software while maintaining appropriate network connections. The necessary hardware, software, network connection or other requirements may change at any time without prior notice and you are responsible for ensuring your mobile device, network connection, and any other necessary items meets all technical requirements for the Service to be performed. We are not responsible for any network charges, such as data fees from a wireless carrier or other internet usage fees, incurred as a result of using the Service.

Mobile Check Deposit Endorsement & Image Process

To begin the mobile check deposit process, you agree to restrictively endorse an item transmitted through the service. You agree to follow any and all procedures and instructions regarding proper endorsement as directed by the credit union in this Agreement, on our website, or through other training materials. To deposit a check you agree to write **"For LISEFCU Mobile Check Deposit Only**

Account _____” with the correct account number inserted and endorsed by you. After restrictively endorsing the check, you will login to the appropriate app/software and scan the check with the mobile device’s camera, creating an electronic image of the item. The image will then be transmitted to the credit union or third party processors. You are responsible for ensuring the image quality is sufficient to be accurately read and processed by the software and images of poor quality may be rejected and not deposited into your account by the software or at our discretion. Images transmitted by you are not considered received by the credit union until you have received an electronic confirmation of the receipt of the deposit from the credit union. We are not responsible for items we do not receive or for images that are dropped or lost during transmission. Receipt of the confirmation from the credit union does not mean that the transmission was error free or complete. The credit union will deposit the amount represented by the image to your account, subject to the credit union’s Funds Availability policy.

Funds Availability

The amount of money immediately available upon successful deposit is subject to this Agreement and the credit union’s Funds Availability policy. Funds that you deposit via Mobile Deposit will be subject to our review. The credit union reserves the right to reject, or put on hold, any attempted deposit at any time. There is a minimum 3 day hold. The first \$100.00 of your deposit will be available on the first business day after the day of your deposit. It is your responsibility to ensure that the deposit has been completely processed and to monitor the available funds in your account to avoid fees or other charges as a result of holds or deposit rejection. We reserve the right to impose limits on the amount(s) and /or number of deposits that you transmit using the Services and to modify such limits at any time.

Eligible Items

You agree to only scan and deposit checks as defined by the Federal Reserve Regulation CC (“Reg CC”) drawn in US currency on financial institutions within the United States. You agree that you will not scan and attempt deposit of any of the following types of checks or other items:

- Checks containing an alteration 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 that are written by one person or organization for another and that is then given to a third person or organization whose name is added to it (Third Party Checks).
- Checks payable to any person or entity other than the account owner(s).
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks which have been dated for a deposit date in the future (post-dated checks).
- Checks which are no longer payable or void due to untimely deposit; for example, checks dated more than 6 months prior to the date of deposit (stale-dated checks).
- Checks which are incorrectly endorsed.
- Checks that have previously been submitted through this Service or through any other service at the credit union or another financial institution (duplicate deposit / re-deposit).
- Checks not payable in United States currency.
- Checks not drawn from financial institutions within the United States.
- Checks or other items prohibited by the credit union under the terms of your account.

You agree to keep all contact information, including mailing address, telephone number, and email address, up to date at all times. This credit union may contact you at any time to discuss deposits which have been rejected, put on hold, are suspected of being fraudulent, or for another purpose.

Check Retention & Destruction

You agree to retain the original check that was deposited into your account for a minimum of 60 days. During this time you agree to provide the original check to the credit union as soon as possible upon request from us but no later than 2 business days from the time of request. You are responsible for properly handling the check during this period to protect against duplicate deposit and/or re-deposit, theft, or other loss. After the 60 day period you are responsible for properly destroying the check so that unauthorized persons can no longer read, reconstruct, or attempt to deposit the check through the Service or by any other means.

Errors

You agree to notify the credit union of any suspected errors regarding deposited items through the Service immediately but no longer than 60 days from the date of deposit. Unless you notify us within 60 days of deposit, you are prohibited from bringing a claim against the credit union for alleged error. No claims for alleged error may be brought against the credit union after 60 days or after the original check has been destroyed or otherwise rendered unreadable by the member.

Warranties and Indemnifications

You warrant to the credit union that:

- You will only transmit eligible items
- You will ensure the check image is legible and complies with all requirements established by this Agreement, all regulatory agencies, clearing houses, or associations.
- You will not transmit duplicate items
- You will not re-deposit or re-present the original item to the credit union or any other financial institution by any means, electronic or otherwise.
- All information you provide to the 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 agree to indemnify and hold harmless the credit union from any loss for breach of this warranty provision.
- You will be responsible for any fees or charges and will pay the credit union for any losses incurred by the credit union as a result of improper use of the Service.
- You will cooperate with the credit union in the investigation of unusual transactions, image quality issues, and other customer service issues as they arise.
- You will take steps to ensure your mobile device and account login credentials are private and secure from theft, hacking, viruses, other misuse or unauthorized use.

In the event you breach any of these warranties, you agree to defend, indemnify, and hold harmless the credit union, its officers, employees, and volunteers from and against all liability, damages, and loss arising out of any claims, suits, or demands brought by third parties with respect to any such breach.

You authorize the credit union to charge your accounts at the credit union for the amount of loss sustained by the credit union for any breach. You will hold harmless and will reimburse the credit union for any legal fees incurred as a result of your breach of any of the representations and warranties in this Agreement. You are hereby notified that the credit union will pursue legal action against fraudulent activity to the fullest extent of the law.

Termination

The credit union may terminate this Agreement at any time for any reason; and may terminate or suspend your use of the Service at any time for any reason, with or without notice to you. Any breach of this Agreement immediately terminates your privilege to use the Service.

Intellectual Property Ownership

You agree that the credit union retains all ownership and proprietary rights in the Services, associated content, technology, website(s), apps, or other materials. All rights, titles, and interest in and to the technology and Services remain solely with the credit union and/or its vendors and contractors. You may not copy, reproduce, distribute or create derivative works from the technology or content used to provide the Services.

Disclaimer of warranties and liabilities

You agree that the Service 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 express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and no infringement. The credit union disclaims any warranties regarding the operation, performance or functionality, of the service, including that the service will operate without interruption or be error free. 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. You further acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and/or telecommunication lines or circuits. You hereby assume all risks relating to the foregoing.

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 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. The invalidity or unenforceability of any term or provision hereof will not affect the validity or enforceability of any other term or provision. This Agreement is entered into in New York, and will be governed by the laws of New York and of the United States.

Disclaimer and Limitation of Liability

You agree that the credit union will not be held liable for any direct, indirect, incidental, or other 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 service incurred by you or any third party. You agree that the credit union’s licensors, licensees, contractors, suppliers or other third party vendors will not be subject to any liability to you in connection with the subject matter of this Agreement.