

# MOBILE DEPOSIT Consumer Disclosure

## 1. Eligibility.

You must be a member of First Trust Credit Union, also known as FTCU, who is 18 years and older that is enrolled in ItsMe247 online banking to be eligible to apply for this Service. Additional account requirements will be considered when you submit your request to have this Service. MOBILE DEPOSIT is a service provided exclusively at the discretion of FTCU and may be withdrawn at any time without notice. You authorize FTCU to review your eligibility status from time to time.

## 2. Hardware and Software.

To use the Services, you must obtain and maintain, at your expense, an IOS or Android Device. This device must be running on the most current operating system and be fully patched. Hardware must meet minimum requirements as recommended by the developer of that operating system. FTCU 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 directly with the third-party software provider at time of download and installation. MOBILE DEPOSIT may not always be available and specifically may be unavailable temporarily due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider or internet software. FTCU makes no warranties regarding the availability of the service.

## 3. Eligible items.

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to FTCU, shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code and other applicable laws as adopted by the state of Indiana.

You agree that you will *not* use the Services to scan and deposit any checks or other items as shown below:

- a) Checks or items payable to another person or entity other than you or "Pay to the order of" checks
- b) Checks or items containing obvious alteration to any of the fields 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 or item is drawn
- c) Checks or items which are post-dated
- d) Checks or items previously converted to a substitute check, as defined in Reg CC
- e) Checks or items drawn on a financial institution located outside the United States
- f) Checks or items that are remotely created checks, as defined in Reg CC
- g) Checks or items not payable in United States currency
- h) Checks or items dated more than 6 months prior to the date of deposit
- i) Travelers checks, bonds, or checks requiring authorization

- j) Checks or items prohibited by FTCU's current procedures relating to the Services or which are otherwise not acceptable under the terms of your credit union account

#### **4. Deposit Limits.**

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 from time to time. The following limits have been established:

<b>DEPOSIT LIMITS</b>	<b>AMOUNT</b>
Per Deposit	\$ 2,500
Per Day	\$ 5,000 (3 item maximum per day, not to exceed \$5,000 per day)
Rolling 30-day Limit	\$10,000

#### **5. Endorsements and Procedures.**

You agree to restrictively endorse on the back of any item transmitted through the Services as **'MOBILE DEPOSIT'** and **include your SIGNATURE or 'FOR DEPOSIT ONLY'**. You agree to follow all other procedures and instructions for use of the Services as FTCU may establish from time to time.

#### **6. Image Quality.**

The image of an item transmitted to FTCU using the Services must be legible. Each image must provide all information on the front and back of the original check or item at the time presented to you by the drawer, including but not limited to, information about the drawer and the paying financial institution that is preprinted on the original check/item, MICR information, signature(s) and required identification written on the front of the original check/item and any endorsements applied to the back of the original check/item. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, NCUA or any other regulatory agency, clearing house or association.

#### **7. Receipt of Items and Posting Guidelines.**

All images processed for deposit through MOBILE DEPOSIT will be treated as "deposits" under your current Membership and Account Agreement with FTCU and will be subject to all items of the Membership and Account Agreement. We reserve the right to reject any item transmitted through the Services, at our discretion. 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 via confirmation within the mobile application. Receipt of such confirmation does not mean that the transmission was error free or complete.

MOBILE DEPOSITS are posted each business day (Monday through Friday) if received prior to 3:00 PM CDT. Images received after the daily deadline will be posted by 3:00 PM CDT on the following business day.

#### **8. Availability of Funds.**

FTCU may hold the funds for up to seven business days from the date of deposit. In some instances, funds may be available sooner than seven business days based on such factors as credit worthiness, the length and extent of your relationship with FTCU and its affiliates, transaction and experience history, and such other factors as the credit union, in its sole

discretion, deems relevant. Generally, if the funds from your deposit will be available later than the time shown above, FTCU will mail or deliver the notice as soon as practicable, but no later than the first business day following the day the facts become known to the depository institution, or the deposit is made, whichever is later.

All credits to your account for items deposited using MOBILE DEPOSIT are provisional. If original items deposited through MOBILE DEPOSIT are dishonored, rejected or otherwise returned unpaid by the drawee financial institution, or are rejected or returned by a clearing agent or collecting financial institution for any reason, including but not limited to, issues relating to the quality of the image, you agree that an original item will not be returned to you, but that we may charge back the amount of the original item and provide you with an image of the original item, a paper reproduction of the original item or a substitute check/item. You will reimburse FTCU for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You shall not attempt to deposit or otherwise negotiate an original item that has been charged back to your account. You agree that FTCU is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

#### **9. Disposal of Transmitted Items.**

Upon your receipt of a confirmation from FTCU that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID", retain for 90 days and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the credit union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for FTCU audit purposes.

#### **10. Errors.**

You agree to notify FTCU of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after your FTCU account statement is sent. Unless you notify FTCU 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 your credit union for such alleged error.

Contact us at **(219) 879-6161** or **(800) 276-6161** or **memberservices@firsttrustcu.com**

#### **11. Presentment.**

The manner-in-which the items are cleared, presented for payment, and collected shall be at FTCU's sole discretion subject to the Depository Agreement and Disclosures governing your account.

#### **12. Change in Terms.**

FTCU may change the terms for the Services indicated in this Agreement. You will be notified of any change in terms the next time you access the service, via email or in writing of amendments or modifications as required by law. By continuing your use of the Services after receiving any notification of change constitutes your acceptance of the change.