



## Mobile Check Deposit (MCD) User Agreement (“Agreement”)

This Agreement contains the terms and conditions for the use of Mobile Check Deposit and/or other MCD services that Western Sun Federal Credit Union or its affiliates (“WSFCU”, “Western Sun”, “us”, or “we”) may provide to you (“you”, or “User”). Other agreements you have entered into with WSFCU, including the Membership and Account Agreement governing your WSFCU account, are incorporated by reference and made a part of this Agreement. If there are any conflicting terms between this Agreement and any other Agreement you have with WSFCU, the terms of this Agreement supersede those terms and control.

### Eligibility Requirements:

- Your account must be open for at least three (3) months.
- You must be a member with an open deposit account for past 90 days.
- You must have three (3) or less overdrafts on your checking account in a quarter.
- MCD is not available for Fresh Start Checking accounts.
- If you have loans with WSFCU they must be current and in good standing.
- You have not caused the credit union a loss such as a charged-off loan(s).

**You agree to endorse any item transmitted through the Services as “Mobile Deposit to Western Sun FCU” in addition to your signature.**

1. **Services.** The MCD services (“Services”) are designed to allow you to make deposits to your account(s) from home or other remote locations by “scanning” checks and delivering the images and associated deposit information to WSFCU or WSFCU’s designated processor. There is currently no charge for the Services. “Scanning” is done by capturing a legible image of both the front and back of the check with a camera in your mobile device which has a connection to the internet.

We reserve the right to set daily and monthly limits. We do not offer mobile MCD Services to business accounts at this time as business accounts require the deposit of multiple checks in one deposit.

2. **Acceptance of these Terms.**

To use the Services:

- a. You must be a resident of the United States and have an e-mail address.
- b. The Service will be used for legal purposes only and not in violation of any laws, including but not limited to laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under the regulations of the U.S. Treasury Department.
- c. You represent and warrant that you are the owner of, have the right to access and use the Accounts for funds deposit purposes as defined in this Agreement.

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 Secure Messaging on Internet Banking or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, WSFCU reserves the right, in its sole discretion, to change, modify, add or remove portions from the Services, without prior notice to you.

3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any



resulting damages you may incur. Some of the Services have qualification requirements. 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. Ineligible Items.** You agree to capture the image of each check 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 WSFCU shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Oklahoma. You agree that you will not use the Services to scan and deposit any of the following checks or other items:

  - a. Checks or items payable to any person or entity other than you.
  - b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
  - c. 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.
  - d. Checks or items previously deposited via MCD or otherwise 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. Starter or counter checks.
  - j. Money Orders and travelers checks.
  - k. AMEX Gift Cheques.
  - l. Checks that require authorization (e.g. COMCHEKS, BranchPay, RapidDrafts).
  - m. Loan or credit card payments.
  - n. IRA and Share Certificate deposits.
  - o. Checks or items prohibited by WSFCU’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your WSFCU account.
- 5. Image Quality.** The image of an item transmitted to WSFCU using the Services must be legible. 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 (Reg CC subpart D), or any other regulatory agency, designated processor, clearing house or association.
- 6. Endorsements and Procedures.** You agree to endorse any item transmitted through the Services as “Mobile Deposit to Western Sun FCU” in addition to your signature. Checks payable to more than one person, such as insurance checks or tax return checks, must be endorsed by each named payee. All payees of the check must be an account owner and must sign the endorsement. WSFCU reserves the right to reject any items that are not properly endorsed in accordance with the terms set forth herein or established by any other statutory or regulatory authority. You agree to follow any and all other procedures and instructions for use of the Services as WSFCU 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 that we have received the image. **Receipt of such confirmation does not mean that the transmission was error free or complete. It is your responsibility to verify that your deposit was made into the selected account. We will not contact you to tell you that your check has been rejected.**

We reserve the right to charge back to your account, at any time, any item that was subsequently returned to us or that we subsequently determine was not an eligible item. A fee will be charged for any item that is returned. Please refer to the rate and fee schedule for amount. You agree that WSFCU is not liable for any loss, costs or fees you may incur as a result of our charge back of an ineligible or returned item.

- 8. Availability of Funds.** You agree that items transmitted using the Services are subject to the funds availability requirements of Federal Reserve Board Regulation CC. If we have reason to doubt the collectability of an item, we may delay the availability of funds for a reasonable period of time. If an image of an item you transmit using the Services is received and accepted by us before 4:00 pm (CST) on a business day that we are open, we will consider that to be the day of your deposit. However, if you make such deposit after 4:00 pm (CST) or on a day we are not open, we will consider that the deposit was made on the next business day that we are open. We may make such funds available sooner based on such factors as the length and extent of your relationship with us, transaction and experience information and such other factors as WSFCU, in its sole discretion, deems relevant.
- 9. Disposal of Transmitted Items.** Upon your receipt of a confirmation from WSFCU that we have received the image of an item, you agree to retain that item for at least forty-five (45) calendar days from the date of the image transmission. After that 45-day period you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item for payment to WSFCU or any other party. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to WSFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for WSFCU's audit purposes.
- 10. 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, at our sole discretion and **without prior notice to you.**
- 11. Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by WSFCU from time to time. See [wsfcu.com](http://wsfcu.com) for current hardware and software specifications. WSFCU 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.



**Smart phone system requirements are as follows:**

Android phones with operating system 2.3.4 and higher  
iPhones with operating systems 4.3 and higher

As phone and software upgrades occur, these operating systems will possibly change. Please contact the credit union if you are having problems downloading or viewing the App.

- 12. Errors.** You agree to notify WSFCU of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable WSFCU account statement is sent. Unless you notify WSFCU 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 WSFCU for such alleged error.
- 13. Presentment.** The manner in which the items are cleared, presented for payment and collected shall be in WSFCU's sole discretion subject to the Depository Agreement and Disclosures governing your account.
- 14. Ownership & License.** You agree that WSFCU 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 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 WSFCU's business interest, or (iii) to WSFCU's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with the 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.
- 15. 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 of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the services (i) will meet your requirement, (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) that any errors in the service or technology will be corrected.
- 16. 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 the services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if WSFCU has been



Informed of the possibility thereof. WSFCU's liability will be limited to correcting the errors or omissions only.

**17. User Warranties and Indemnification.**

You warrant to WSFCU that:

- a. You will use the Service for legal purposes only and not in violation of any laws.
- b. You are the owner of and have the right to access and use the Accounts for the deposit of funds for purposes as defined in this Agreement.
- c. You will only transmit eligible items.
- d. Images will meet the image quality standards.
- e. You will not transmit duplicate items.
- f. You will not deposit or represent the original item, with or to WSFCU or any other party, once it has been scanned and sent through this Service, unless specifically requested to do so by WSFCU.
- g. All information you provide to WSFCU is accurate and true.
- h. WSFCU will not sustain a loss because you have deposited an image.
- i. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless WSFCU from any loss for breach of the warranty provision. You further agree to pay for any and all loss or costs incurred by WSFCU associated with your breach of this Agreement, including but not limited to, collection costs, court costs and attorney fees. This provision shall survive any termination of the Services and/or this Agreement.

- 18. Other Terms.** You may not assign this Agreement. This Agreement is entered into in Broken Arrow, Oklahoma and shall be governed by the laws of the State of Oklahoma and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of the Agreement unenforceable or invalid. A failure or delay by WSFCU to exercise any right, power or privilege or to enforce any part of this Agreement, does not constitute a waiver thereof, nor shall a partial exercise thereof preclude any other or fuller exercise or the exercise of any other right, power or privilege, nor shall any waiver as to a particular matter constitute a waiver as to any future similar matter.