



Mobile Deposit (Remote Deposit Capture) Services Agreement and Disclosure

This Agreement and Disclosure contains the terms and conditions for the use of Sun East Mobile Deposit, My Deposit Service and/or other remote deposit capture services (collectively, the "Services") that Sun East Federal Credit Union ("Sun East," "we," "us," or "our") may provide to you ("you," or "user") from time to time. Other agreements you have entered into with Sun East, including the Depository Agreement and Disclosures governing your Sun East account, are incorporated by reference and made a part of this Agreement.

- 1. Services.** The Services are designed to allow you to make deposits of checks ("original checks") to your checking account(s) from your mobile device or your scanning device from home or other remote locations by capturing digital images of the original paper checks and delivering the digital images and associated deposit information ("images") to us or our processor. You may apply for the Services after logging into the mobile app or online banking.
- 2. Fees.** There is currently no charge for the Services. However, you understand that we reserve the right to charge you a fee in the future. Any fees for the Services will be as stated on the fee schedule published by the Credit Union. Your continued use of the Services after notice of such change to the fees for the Services will constitute your acceptance of such change of fees.
- 3. Acceptance of these Terms and Modifications.** 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 e-mail 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, Sun East reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- 4. Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Sun East from time to time. Go to suneast.org for our Terms of Use with current hardware and software specifications. Sun East 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.
- 5. 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 that you may incur. Some of the Services have qualification requirements, and 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.
- 6. Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs.

7. **Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. Deposit limits will be disclosed at the time the deposit is made. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.
8. **Eligible items.** You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand) as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Sun East shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:
- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
 - Checks payable to you and another party who is not a joint owner on the account.
 - Checks that contain evidence of alteration, or that 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 or items previously converted to a substitute check, as defined by Reg CC.
 - Checks or items drawn on a financial institution located outside the United States.
 - Checks or items that are remotely created checks, as defined in Reg CC.
 - Checks or items not payable in United States currency.
 - Checks or items dated more than 6 months prior to the date of deposit.
 - Checks or items prohibited by Sun East's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Sun East account.
 - Any item stamped with a "non-negotiable" watermark.
 - Any item issued by a financial institution in a foreign country.
 - Any Savings Bonds.
9. **Requirements.** The image of the check you electronically transmit to us must be clearly legible. The quality of the image must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other applicable regulatory agency, clearing house or association.
10. **Warranties.** You make the following warranties and representations with respect to each image:
- Each image 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 or presentment of the check.
 - The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
 - You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.

- Other than the electronic image of the check you send to us, there are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- The information provided by you remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
- You have not knowingly failed to communicate any material information to us.
- Files and images transmitted to us will not contain any viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule.

11. **Endorsements and Procedures.** You must endorse your original check before transmitting the image to us. Endorsements must be made on the back of the share draft or check within 1 ½ inches from the top edge. Your endorsement must include your signature and “For Sun East Mobile Deposit Only, Account # ____.” 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 payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

12. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We will notify you of rejected images. We are not responsible for items we do not receive or for images that are dropped during transmission. Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image. An image of an item shall be deemed received when you receive an email confirmation from Sun East that we have received the image. Confirmation does not mean that the image contains no errors.
13. **Errors.** Remote deposits made through the Services will be shown on your account statement. You agree to notify Sun East of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Sun East account statement is sent. Unless you notify Sun East 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 Sun East for such alleged error.
14. **Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Reg CC. Sun East 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 creditworthiness, the length and extent of your relationship with Sun East, transaction and experience history, and such other factors as Sun East, in our sole discretion, deems relevant.

Deposits made using the “Services” that are received before 3 pm on a business day will be considered deposited that day. Deposits received after 3 pm on a business day will be considered deposited on the next business day. Deposits received on holidays or days that are not business days will be deemed received on the next business day.

15. **Original checks.** After you receive confirmation that we have received an image, you must securely store the original voided check for sixty (60) calendar days after transmission to us and make the original check accessible to us at our request. Upon our request, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after deposit of the check through the Services, you must mark the check “VOID”. After destruction of an original check, the image received by Us will be the sole evidence of the original check. You agree that you will never re-present the original check.
16. **Mobile Deposit Security.** It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.
17. **Returned Deposits.** Any credit to your account for checks deposited using the Services is provisional. If original checks deposited through the Services are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree we may charge back the amount of the original check and provide you with an electronic copy of the imaged check or a paper reproduction of the imaged check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our written approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts with us to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.
18. **Compliance with Law.** You will use the Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.
19. **Ownership & License.** We and our technology partners, inclusive of, but not limited to, Digital Insight and Ensenta Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.
20. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Services are used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Services, copy or reproduce all or any part of the technology or Services; or interfere, or attempt to interfere, with the technology or Services.

21. **Accountholder's Indemnification Obligation.** You understand and agree to indemnify and hold Sun East, its affiliates, officers, employees and agents, harmless against any and all claims, actions, suits, proceedings, demands, including claims of another financial institution, business entity or governmental authority, damages, losses, liabilities, fines, penalties, costs, and expenses, including court costs and reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement and Disclosure. You understand and agree that this paragraph shall survive the termination or expiration of this Agreement.

You understand and agree to indemnify our technology partners, including but not limited to Digital Insight (Digital Insight) and Ensenta (Ensenta), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Ensenta, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Sun East or your use of the Services, Ensenta or Digital Insight, unless such claim directly results from an action or omission made by Digital Insight or Ensenta in bad faith. You understand and agree that this paragraph shall survive the termination or expiration of this Agreement.

22. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE 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 ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

23. **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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.