

Mobile Check Deposit Terms of Agreement and Disclosure

“SPFCU” is Sierra Pacific Federal Credit Union, and “Service” refers to the Mobile Check Deposit (Remote Deposit Capture or RDC) application, as used to remotely deposit checks to your account on a mobile device. Members must read, understand and agree to these complete Terms of Agreement. Use of this Service constitutes full agreement with these terms. Full amount of deposit may not be available until the funds are collected from the institution from which it is drawn, although we may make funds available sooner depending on factors at the Credit Union’s sole discretion. SPFCU will have no liability to the user for declining to accept items presented for deposit via this Service. Refer to SPFCU’s Account Agreement and Disclosures and the Electronic Service Agreement for more information.

Eligibility: Member must have an active checking account for at least 180 days, with a history that includes multiple deposit items, and must be 18 years or older. A history of negative account problems and/or rejected items may disqualify eligibility for this service. Member must be enrolled in SPFCU Online Banking. Download SPFCU’s mobile application to your device, and register the device when logged into your Online Banking account at a P.C. Diligently keep this application up to date with any upgrades available. Eligibility requires your full agreement to the following instructions:

- Check must be payable to you, with a current valid date
- You must personally endorse the back of the check, in pen, with your signature and “DEPOSIT ONLY TO SPFCU ACCOUNT _____”
- Using the Application for this Service, photograph both sides of the check you wish to deposit. Make sure the check is on a flat surface with good lighting, and that the entire check is captured in the photo and in sharp focus so that all information and writing is easily and clearly decipherable.
- Verify the check deposit amount and Submit the item as instructed in the Service Application.
- After you have successfully submitted the item write “**MOBILE DEPOSIT**” across the top of the check.
- Items submitted before noon should generally be made available by 6 pm, otherwise the funds may not be released until 6 pm the following business day. You may be limited to no more than \$1,000 deposited per week, based on CU discretion.
- Keep check for at least 60 days (do NOT mail it to the Credit Union) in a secure locked location, then dispose of it in a secure way so it cannot be re-presented (shred it). Full amount of deposit may not be available until the funds are collected from the institution from which it is drawn, although we may make funds available sooner depending on factors at the Credit Union’s sole discretion.

Limitations of Service: When using this Service, you may experience technical difficulties. SPFCU does not assume liability or responsibility in any way for any technical or other difficulties that may occur, or for any costs that may be associated with such difficulties. We reserve the right to change, suspend, or revoke services, immediately and at any time without prior notice to you. In the event this Service is not available to you, or does not appear to be functioning properly (whether due to equipment or software or any other problems) you acknowledge that you can deposit your check at a branch office location, through a participating ATM, or by mail.

Charges or Fees: SPFCU does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you may be assessed a fee in the amount shown on SPFCU current Schedule of Fees and Charges for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment or related fees. You agree that SPFCU may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at SPFCU, including but not limited to account servicing and collections purposes.

Eligible Items: You agree to deposit only “checks” made payable to you, as that term is defined in Federal Reserve Regulations CC, Availability of Funds and Collections of Checks. These checks will not have been deposited in paper, electronically or in any other way prior to depositing the item with this Service.

Ineligible Items: You agree that you will not use this Service to deposit any ineligible items including but not limited to the following: Checks or items payable to any person or entity other than you, Checks that have already been deposited or presented in paper or electronically in any way already, Post dated 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, Checks or items drawn or otherwise by you or any other party on any of your SPFCU accounts, Checks or items not payable in United States currency with a 9 digit routing number, Items drawn on financial institutions locations outside the United States, Items previously converted to a substitute check, items which you have reason to believe will not be payable by the institution it is drawn upon, Consumer loans, credit card and mortgage payments, IRA and Share Certificate Deposits, Money order and travelers checks, Starter or counter checks, Amex Gift Cheques or Savings Bonds, Checks that require authorization, State issued warrants.

Deposit Limits: When using the Service to deposit funds such deposits may be limited to \$1,000 per business day or less depending on Credit Union Discretion. You must submit items by noon for the full deposit to be considered that day. More than 10 checks in a rolling ten business day period may result in restrictions to this service.

Receipt of Items: We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely. An image is considered received after 6 pm on the following business day when the full amount has been credited to your account. However, this does not mean that the transmission was without error and may not be withdrawn.

Provisional Credit and Availability of Funds: Credit given for the item is provisional and subject to final approval of the item. We will notify you if we delay your ability to withdraw funds because we believe the check is uncollectable and we will tell you when funds will be available. You agree to receive all notifications regarding your use of this Service including but not limited to exception notices as required by Regulation CC via electronic message. With respect to each item you send to SPFCU for deposit, you agree to indemnify and reimburse SPFCU for and hold SPFCU harmless from and against any and all losses, costs, and expenses.

Errors or Discrepancies: Notify SPFCU at (775)834-4579 IMMEDIATELY if you believe your statement or account history is incorrect in any way, or if you need more information about a transactions listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days fro the date your statement was sent you may not be compensated for any losses. You will promptly provide any retained item to SPFCU as requested to aid in the clearing process or to resolve claims by third parties with respect to any item.

Security Requirements: To prevent unauthorized usage of the Service, you agree to your personal responsibility to ensure the security of the personal computer and/or mobile device you own and use to access the Service, which includes the security of any wireless or internet service or network you may be utilizing. By securing these devices we specifically mean installing operating system patches, antivirus software, firewall and spyware detections as applicable and keeping this security software current, as well as, securing the physical device from theft or unauthorized use. SPFCU will not be held liable or responsible in any way for any losses or costs associated with the equipments, services or connections you personally utilize for this Service.

Authorized Users/ Joint Owners: If you have designated an authorized user or a joint owner on your Account Access, your Authorized User/ Joint Owner may also have online access to this Service. You and your Authorized User(s) Joint Owner(s) are equally responsible for adhering to all items disclosed in this Agreement.

Disclaimer of Warranties: SPFCU representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement are exclusive. The software is provided SPFCU and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express of implied, including, but not limited to the implied warranties or merchantability, fitness for a particular purpose. We make no warranty that he 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.

Limitation of Liability: SPFCU's liability for errors or omissions with respect to the data transmitted or printed by SPFCU will be limited to correcting the errors or omissions. You agree that SPFCU will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for lost profits, goodwill, use data or other losses resulting from use of the Service, inability to use the services, or terminations of the services, incurred by you or any third party, regardless of the form of action of claim (whether contract, tort, strict liability or otherwise) even if SPFCU has been informed of the possibility thereof.

Use of Warranties and Indemnification: You agree to indemnify and hold harmless SPFCU from any loss for breach of the warranty provision, such that you warrant to SPFCU that: **A.** You will only transmits eligible items that are properly endorsed **B.** Images will meet the image quality standards **C.** You will not transmit duplicate items **D.** You will not deposit or re-present the original item once it has been scanned and sent through this Service unless specifically requested to do so by SPFCU **E.** All information you provide to SPFCU is accurate and true **F.** SPFCU will not sustain a loss because you have deposited an image **G.** You will comply with this Agreement and all applicable rules, laws and regulations **H.** Items you transmit do not contain viruses.

Change in Terms: SPFCU reserves the right to change the terms and conditions of this Service, or terminate this agreement without notice at any time.

Governing Law: This Agreement supplements the terms of your Membership Agreement and Disclosures. Together they constitute the entire Agreement between you and SPFCU with respect to the services. You may not assign this Agreement. This Agreement is governed by the laws of Nevada and the United States. A determination that any provision of the Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.

I have read and agree to the Terms of Agreement and Disclosure.

Account #: _____

Member Signature

Date

Member Signature

Date