

## **WASHINGTON STATE EMPLOYEES CREDIT UNION MOBILE DEPOSIT SERVICE ADDENDUM**

This is an Addendum to the Electronic Funds Transfer Agreement and the Online Banking Agreement, sets forth the additional terms, and conditions for use of the Mobile Deposit Service offered through Washington State Employees Credit Union. By using Mobile Deposit on your mobile device, you and any joint owners or authorized users agree to the terms and conditions in this service addendum, any instructions, rules and terms provided to you via a link within the service and any amendments, as made from time to time.

**Deposit and Check Acceptance.** You agree that you will only use the Mobile Deposit service to deposit checks that are made payable to you and drawn on financial institutions within the United States. You agree that all signatures on each check are authentic and authorized and that each check has not been altered. You agree that all checks will be endorsed with the verbiage **"For Mobile Deposit Only"** in addition to your signature. You agree that any check you deposit through the service will meet the image quality standards directed in the application and as established by the Federal Reserve. You understand that the maximum amount of deposit items processed to your account through the Mobile Deposit Service is limited to \$25,000.00 per day. The Credit Union reserves the right to change this limit and we will notify you if your limit is changed. You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Deposit session.

**Funds Availability.** Funds from items deposited through the Service may not be immediately available. Deposits made through the Mobile Deposit service are subject to verification by the Credit Union. The first \$2,000.00 of your daily Mobile Deposit(s) will be available immediately after your deposit(s) is/are accepted; the remainder of your daily aggregate deposit amount is available two business days after the deposit(s) are made. On an exception basis, longer holds may apply. You agree that the imaging and transmitting of checks alone does not constitute receipt by the Credit Union. Also, our acknowledgement of your receipt or delivery does not constitute an acknowledgement by the Credit Union that the transmission of a check or items does not contain errors or that funds will be available.

**Exception Items.** You understand that when we review and process your items deposited through Mobile Deposit, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items.

**Prohibited items.** You agree not to present, attempt to present, or allow others, either directly or indirectly, to present or attempt to present, for deposit to your account by any means any check (Original or Substitute) that has already been presented for deposit via Mobile Deposit. In addition, you agree not to present or attempt to present any check (Original or Substitute) for deposit to your account using Mobile Deposit that has already been presented to your account by any other deposit means. In the event that you, or any third party violates any part of this subsection you agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items, which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by the Credit Union from any other deposit accounts with the Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

**Check Retention and Destruction.** You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Membership and Account Agreement. After our receipt of a deposit transmission, we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Deposit for a minimum of thirty (30) days from the date processed in order to verify settlement and credit or to balance periodic statements. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and

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agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (1) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and (2) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

**Responsibility for Imaging.** You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service.

**Financial Responsibility.** You understand that you remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. You understand that any item deposited through Mobile Deposit which is returned unpaid, will be charged back to your account as well as a fee for the processing of the returned item. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

**Duty to Report.** You will notify the Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the services as promptly as possible, and in any event within one business day after the date of discovery and in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of an actual loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

**Limitation.** The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service and we shall have no liability for not effecting a transaction, if:

- We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law
- The ownership of funds involving a transaction is in question
- We suspect a breach of the security procedures
- We suspect that your account has been used for illegal or fraudulent purposes
- We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

The Credit Union will not be liable if a Member fails to report timely any error or discrepancy reflected in an account statement prepared by the Credit Union, or if a Member fails to report a breach of a security procedure. If the Credit Union fails to perform under this Agreement in accordance with the standards set herein, the Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth below.

**Direct Damages.** The Credit Union's liability shall be limited to direct damages sustained by member and only to the extent that such damages are a direct result of the Credit Union's gross negligence or willful misconduct. The maximum aggregate liability of the credit union resulting from any such claim will encompass only the amount of the mobile deposit in question and any fees assessed against the member account by the credit union related to our negligence. In no event shall the Credit Union be liable for special, incidental, punitive or consequential loss or damage of any kind including lost profits whether or not the credit union has been advised of the possibility of such loss or damage. The Credit Union's licensors, suppliers or service providers will not be subject to any liability to the member in

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connection with any matter related to the Mobile Deposit Service.

**Termination of Service.** Termination of the Mobile Deposit Service may be requested by you, or by any other owner presenting ownership of the account. This Addendum will continue to be in effect for any transactions that cannot be cancelled at the time of your termination.

WSECU reserves the right to terminate any access to this service immediately should you breach any part of this agreement or of the Consumer or Business Account Agreement or the Consumer or Business Online Banking Agreement. We are also permitted to terminate any or all of the services immediately if we are no longer able to provide such services.

**Amendments.** From time to time, the Credit Union may amend any of the terms and conditions contained in this Mobile Deposit Service Addendum. Such amendments shall become effective as stated on any notice sent to you.