

## **1<sup>st</sup> Kansas Credit Union Mobile Deposit Capture Agreement**

This agreement contains the terms and conditions for the use of the 1<sup>st</sup> Kansas Credit Union **Mobile Deposit Capture** and/or other remote deposit capture services that Kansas Blue Cross Blue Shield Credit Union or its affiliates (“CU”, “us”, or “we”) may provide to you (“you”, or “we”). Other agreements you have entered into with CU, including Depository Agreement and Disclosures governing your CU account, are incorporated by reference and made part of this agreement. By accepting this agreement, you agree to the terms set forth within and agreed to be subject to restrictions as set forth in this agreement. This agreement applies to **Mobile Deposit Capture** (“Service”) which includes image transmission of paper negotiable instruments as defined as an eligible item.

**1. General Terms/Service.** The Service is designed to allow you to make deposits to your checking and savings from home or other remote locations by taking images of checks and delivering images and the associated deposit information to CU. There may be a fee associated with this Service. See fee schedule for exact fee.

**2. Acceptance of these terms.** Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change as determined by CU and we will notify you of any material changes through previously agreed upon communication methods including electronic communication. Your continued use of this Service will indicate your acceptance of the revised Agreement. Further, CU reserves the right, at its sole discretion, to change, modify, add, or remove portions from the services. Your continued use of this Service will indicate your acceptance of the revised Agreement.

**3. Limitations on Service.** When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages you may incur. The Service has 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 Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice.

**4. Limits.** Mobile Deposit Capture deposits are limited to:

- **\$1,500.00 per item deposit**
- **\$2,000.00 per day**

If we permit deposits in excess of these limits, they are still subject to the terms of this agreement and we are not obligated to allow such a deposit at other times. We may adjust these limits at any time without prior notice.

**5. Eligibility.** To be eligible for the Service you must have the following services at the credit union:

- 1<sup>st</sup> Kansas Credit Union application for Apple or Android; and
- Checking account

Termination of these services or abuse/misuse of the Service may result in the removal of mobile access by the credit union.

-Online access agreement signed

**6. Eligible Items.** You agree to image and deposit only checks as defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to CU shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code of Kansas. You agree that you will not use the Service to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you.
- Check or items containing obvious alteration to any of the field 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.
- Checks or items previously converted to a substitute check, as defined by Reg CC.

- Check 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 the deposit.
- Checks or items payable to you and another party who is not a joint owner on the account.
- Checks or items that are post dated and deposited prior to the date on that item.
- Checks prohibited by CU current procedures relating to the Services or which are otherwise unacceptable.

**7. Image Submission.** The image submitted must be clear and legible, with the five items of negotiability (date, 'pay to the order of', name of payee, specific amount in numbers and words, and signature of payor). The payor and MICR lines on the check must also be legible to the credit union for processing. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association. Items not meeting specific standards as determined by system identification and or Credit Union standards are subject to rejection. If you have endorsed an item that has been rejected for submission through Service those items must be presented in person at one of our locations.

**8. Endorsements.** All checks submitted for deposit must be endorsed with the following restrictive endorsement: **"For Mobile Deposit Only to 1<sup>st</sup> Kansas Credit Union"** with your signature or as otherwise instructed by CU. The credit union will not accept third party checks through mobile deposit capture. All Endorsements must be in either blue or black ink as required for processing.

**9. Receipt of Deposit.** All images processed for deposit through Service will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image through the system, the system will notify you of receipt of the image. Receipt of the image does not mean that the item contains no errors and may not be rejected. We reserve the right, at our sole and absolute discretion, to reject any image for deposit into your account. The manner in which the items are cleared, presented for payment, and collected shall be in CU's sole discretion subject to the Depository Agreement and Disclosures governing your account. You will be notified of all rejections. We are not responsible for images or items which we do not receive. Items that are received after 1:30 pm Central Time will be processed on the next business day.

**10. Retention of the Negotiable Instrument.** You should securely retain the original checks(s) (deposited items) for a period of no less than 60 days. You agree you will never re-present the original check unless specifically requested by the credit union. In the event that an item cannot be read through the Service process, the credit union may request the payee to submit the paper item for processing. After the end of the retention period, the original items should be destroyed writing "VOID" on the front of the check and then destroying it by crosscut shredding.

**11. Errors.** You agree to notify CU of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable CU account statement.

**12. Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by CU from time to time. CU is not responsible for any third party software you may need to use the Service. 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.

**13. Ownership & License.** You agree that CU retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service 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 limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to CU's business interest, or (iii) to CU's actual or potential economic disadvantage in any aspect.

**14. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE 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 THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE CU MAKES NO WARRANTY THAT THE 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,
- (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**15. LIMITATION OF LIABILITY.** YOU AGREE THE CU 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 SERVICE 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 THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**16. User warranties and indemnification.** You warrant to CU that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to CU is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You agree to indemnify and hold harmless CU from any loss for breach of this warranty provision.

**17. Other terms.** You may not assign this Agreement. This Agreement is entered into in Topeka, Kansas and shall be governed by the laws of the State of Kansas and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

I agree to these terms and conditions of the Mobile Deposit Capture Agreement. I understand if I do not abide by this agreement, my Mobile Deposit service will be discontinued immediately.

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member #