

WFTFCU MOBILE CHECK DEPOSIT SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words “you,” “your,” or “user,” mean (the consumer) who applied for and/or uses any of the Remote Deposit Capture Services (the “Services”) described in this Disclosure and Agreement. The words “WFTFCU,” “us,” and “we” mean (the Credit Union). Your application for use of the Remote Deposit Capture Services, notification of approval of your application, and WFTFCU Account Agreement and Disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and your Application, approval, or the Account Agreement, this Disclosure and Agreement will control. All other agreements you have entered into with WFTFCU, including the Depository Agreement and Disclosures governing your WFTFCU account, are incorporated by reference and made a part of this Agreement.

1. **Use of the Services.** This remote deposit capture service is designed to allow you to remotely deposit paper checks to your personal account with WFTFCU (the “Account”) by electronically transmitting a digital image of the paper checks for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. You agree to comply with the hardware and software requirements set forth in the “System Requirements” as disclosed in #27 of this Disclosure and Agreement. You understand and agree that receipt of an image does not occur until you are notified of receipt of the image via onscreen messaging. We are not responsible for any image that we do not receive. We reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account.

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

2. **Compliance with Law.** You agree to use the products and Service 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. You promise to indemnify and hold WFTFCU harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.
3. **Check Requirements.** Any image of a check must accurately and legibly provide all the information on the front and back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association. You agree to endorse any item transmitted by signing the back of the check and include the statement **“For e-deposit only”, your WFTFCU Account #, and your signature.**
4. **Rejection of Deposit.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft, plus any applicable fees to your Account due to an item being returned.

5. **Items Returned Unpaid.** A notice will be returned to you in the event items are returned unpaid. With respect to any item that you transmit for remote deposit that is credited to your Account, in the event such item is dishonored, you authorize WFTFCU to debit the amount of such item from the Account. Returned check fees as stated on WFTFCU's Fee Schedule will apply.
6. **E-Mail Address.** You agree to notify us immediately if you change your e-mail address, as this is the e-mail address where you will receive notification of rejected remote deposit items.
7. **Unavailability of Services.** 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.
8. **Funds Availability.** You agree that items transmitted using the Services are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. WFTFCU, in its sole discretion, may make such funds available based on such factors as credit worthiness, the length and extent of your relationship with WFTFCU, transaction and experience information, and such other facts as WFTFCU deems relevant. WFTFCU, in its sole discretion, may modify funds availability as it deems relevant.
9. **Controls and Audit.** You understand and agree to adhere to the Accountholder's Warranties as described in this agreement. Furthermore, you agree to comply with the audit requirements of WFTFCU.
10. **Accountholder's Warranties.** You agree to scan 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 WFTFCU shall be deemed an "item" with the meaning of Article 4 of the Uniform Commercial Code as adopted in Texas. You agree that you will use the Services to scan and deposit any checks or other items as described below:
 - 1) Each image of a check transmitted 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 of the check.
 - 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
 - 3) You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
 - 4) Other than the digital image of an original check that you remotely deposit through our Services, there are no other duplicate images of the original check.
 - 5) You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.

- 6) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
 - 7) The information provided in your Application remains true and correct, and in the event any such information changes, you will immediately notify us of the change.
 - 8) You have not knowingly failed to communicate any material information to us.
 - 9) You have possession of each original check deposited using the Services and no party will submit the original check for payment.
 - 10) Files and images transmitted to WFTFCU will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
11. **Storage of Original Checks.** Upon receipt of a confirmation from WFTFCU that we have received the image of an item and you know the item has been deposited to the Account, 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. You agree to retain checks, or a sufficient copy of the front and back of the items, for a period of at least thirty (60) days and agree to promptly provide these to WFTFCU if requested in order to aid in the clearing and collection process, resolve claims by third parties with respect to any item, or support WFTFCU audits.
12. **Accountholder’s Indemnification Obligation.** You understand and agree to indemnify WFTFCU and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney’s fees and expenses arising from use of the Services and/or breach of this Disclosure and Agreement. You agree to ensure your mobile device remains securely within your possession until the deposit has been completed or deleted. WFTFCU is not responsible for any deposit information left on your mobile device and/or not transmitted or deleted from your mobile device. You understand and agree that this paragraph shall survive the termination of this Agreement.
13. **In Case of Errors.** You agree to immediately notify WFTFCU of any suspected errors regarding items deposited through the Services right away, and in no event no later than 60 days after the applicable WFTFCU account statement is sent. Unless you notify WFTFCU 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 WFTFCU for such alleged error.
14. **Limitation of Liability.** You understand and agree that we will not be responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.
15. **Charges for Use of the Services.** While there are currently no fees related to the use of the Services, WFTFCU, in its sole discretion, retains the right to administer a fee schedule in the future. Please refer to #17, Change of Terms, for advance notification related to the administration of possible future fees.
16. **Warranties.** You understand that WFTFCU does not make any warranties on equipment, hardware, software, or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose and non-infringement. WFTFCU is not responsible for any loss, injury, or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, including that of third parties or WFTFCU’s use of any of them or arising in any way from the installation, use, or maintenance of your personal computer hardware, software, or other equipment.

17. **Change in Terms.** WFTFCU reserves the right to change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your continued use of the Services after receipt of notification of any change constitutes your acceptance of the change.
18. **Termination of the Services or Inactive Services.** You may, by e-mailed request, terminate at any time the Services provided for in this Disclosure and Agreement. In the event of termination of the Services, you will remain liable for all transactions performed on your Account. *WFTFCU retains the right, at its sole discretion, to terminate Services based on 12 consecutive months of no activity as outlined within this Disclosure and Agreement.*
19. **Relationship to Other Disclosures.** The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.
20. **Governing Law.** You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Texas, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Texas.
21. **Periodic Statement.** Any remote deposits made through the Services will be reflected on your monthly account statement. You are required to notify WFTFCU of any error relating to images transmitted using the Services by no later than 60 days after you receive the monthly periodic statement that includes any transaction alleged as erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.
22. **Limitations on Frequency and Dollar Amount.** 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.
23. **Unacceptable Deposits.** You agree you are not permitted to deposit the following items using the Services:
 - 1) Any item drawn on the same WFTFCU Account in which you are depositing the check.
 - 2) Any item that is stamped with a "non-negotiable" watermark.
 - 3) Any items containing an obvious alteration to any of the fields on the front of the check or item which you know or suspect, or should know or suspect to be fraudulent.
 - 4) Any item issued by a financial institution located outside the United States.
 - 5) Any items that have been previously negotiated.
 - 6) Any item previously converted to a substitute check.
 - 7) Any check from a consumer loan, mortgage payments and convenience check issued by credit card companies for cash advances.
 - 8) Deposits to a savings, IRA and Certificate.
 - 9) Any item that is incomplete, including "starter" checks that do not have the drawer information printed on the face of the check.
 - 10) Any item that requires authorization (i.e. COMCHEKS, Rapid Refunds).
 - 11) State-issued registered warrants.
 - 12) Checks from another financial institution to a closed account.

- 13) Any item that is stamped “non-negotiable”, “void”, or any other word or phrase indicating that the item is not valid.
 - 14) Any item that is “stale dated” or “post-dated.”
 - 15) Any Savings Bonds, travelers checks, money orders or postal money orders.
 - 16) Any third party check, item(s) made payable to someone other than myself or other authorized signers on the account.
 - 17) Any item with a restrictive endorsement (for example: “Payable to ABC Federal Credit Union without recourse”).
 - 18) Checks payable to more than one individual where all parties are not signers on the account may not be deposited using the Service (this includes government checks).
 - 19) Checks written for over \$3000.00.
24. **Confidentiality.** You acknowledge and agree that confidential data relating to our Services, marketing, strategies, business operations and business systems (collectively, “Confidential Information”) may come into your possession in connection with this Disclosure and Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.
25. **Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.
26. **Relationship.** This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent or contractor of the other party for any purpose whatsoever.
27. **System Requirements for Remote Deposit.** You are responsible for purchasing, operating, and maintaining an Apple® or Android® mobile device, or other electronic device, and any other equipment necessary to use the Services. For the mobile Service, you must download and use the latest version of the Credit Union’s mobile App as it becomes available. You are additionally responsible for all telephone and Internet services necessary to access the Services and for charges arising out of or related to those services.

To use the Services, the following equipment is required:

- Apple® or Android® mobile device or other electronic device with built-in camera that is supported by the mobile App; and
- A working Internet connection.

We may impose more specific hardware and software requirements and mandatory equipment maintenance procedures from time to time by notifying you, and you agree to abide by such requirements and procedures at your expense. We reserve the right to add to, change, or delete the hardware, software, and other Services requirements from time to time by providing notice to you. You agree to accept notices provided in connection with this Agreement at your e-mail address on file with us or by any other commercially reasonable notification method we choose.

Schedule "A"

Remote Deposit Capture Services Disclosure and Agreement

This Schedule "A" to the Wichita Falls Teachers Federal Credit Union Remote Deposit Capture Disclosure and Services Agreement is made a part of the Agreement. The Remote Deposit Capture Services are offered to qualified members only and are subject to the following additional terms:

Qualifying Criteria

- Users must be at least 18 years old
- Deposits from Users who are new WFTFCU members may be subject to a hold for the first six months the Account is open.
- Member and member's Account(s) must be in good standing.
- No negative Account history, including excessive or repeated return items.
- Negative credit history will be cause for denial or termination of the Services.
- We may also consider additional factors in connection with your use of the Services.

We reserve the right to terminate your privilege to use the Services at any time without advance notice if we believe you are not managing your Account(s) in a responsible manner or for other good cause.

Cutoff Time

Our cutoff time is 2:00 PM (CT). Items received Monday through Friday between 9:00 a.m. and 2:00 p.m. CT on business days, and before our cutoff time, will be processed on the same business day unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent processing. In such case, items will be processed on our next business day, as will items received after the cutoff time.

Availability Schedule

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Credit Union-observed holidays. If you make a deposit before cutoff time on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after the cutoff time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- You re-deposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of communications or computer equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

Items transmitted using the Services are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. All checks are subject to a hold depending on the account history, length

of membership, the check itself, credit worthiness and such facts as WFTFCU deems relevant.

Confirming When a Deposit Will be Available for Withdrawal

Telephone: 940-692-7096 or toll free 800-288-1642

Home Banking: Secure E-mail

Endorsement Requirements for Checks

Check endorsements must include the following information:

- The words "For E-Deposit Only" above the signature(s)
- Member Account Number
- Signature(s) of all payees. All original payees must be Owners on the Account into which the check will be deposited.

A check payable to two payees must be endorsed by both payees. If the check is payable to Member **or** legal account owner, either the Member or legal account owner can endorse it. If the check is made payable to Member **and** legal account owner, both Member and legal account owner must endorse the check.

Deposit Limits

- Up to \$3,000 for a single check, and up to \$5,000 aggregate deposit limit per day based on account history.
- Upon request, check deposit limits may be increased, subject to approval, based on credit worthiness, Account history, length of membership, and other factors.