

The following Terms and Conditions apply to Mobile Deposit at WESTconsin Credit Union. Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your account(s) remotely by capturing an image of the original check(s) and delivering the digital image(s) and associated deposit information ("images") to us or our processor with your mobile device. After you login to the Mobile App you may apply for Mobile Deposit or for accounts using Business Connect you can complete the WESTconsin Business Connect Application. These Terms and Conditions and other applicable agreements, such as but not limited to the WESTconsin Online & Mobile Banking Terms & Conditions covers your use of Mobile Deposit.

## Access Mobile Deposit

Download one of our free Android, iPhone, or iPad Mobile Apps through The App Store, Google Play or go to our website click on Personal > Online Banking to get more information about our Mobile Apps.

## Charges for Using Mobile Deposit

Free. No charges for Mobile Deposit.

## Limits

Limits may be established on the dollar amount and/or number of items or deposits. Default deposit limits for "retail" online banking are \$4,000 per item, \$8,000 per day and \$15,000 per rolling 30 days. For business accounts using WESTconsin Business Connect default deposit limits are \$10,000 per item, \$20,000 per day and \$90,000 per rolling 30 days. If a business account has been approved for "tier ii" limits for WESTconsin Business Connect, the deposit limits are \$50,000 per item, \$100,000 per day and \$250,000 per rolling 30 days. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit, or the service may be denied.

## Eligible items

You agree to capture, and deposit only negotiable checks. If an ineligible item is submitted through Mobile Deposit, we may immediately and permanently deny the service. We may also deny the service on all existing and future accounts. You agree you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- 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.
- Stale-dated or post-dated checks, money orders, cashier's checks, US savings bonds, Travelers Cheques, convenience checks or other items we deem unacceptable for Mobile Deposit.

## Requirements

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsement(s) must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "for mobile deposit". Checks that are made payable to a business, the endorsement must include the business name (printed or stamped) and the words "for mobile deposit". If a noted POA is signing in place of the original payee, then the POA must sign both the member's name and the Power of Attorney's name and "for mobile deposit". If the check is properly endorsed and the check states, "check here if mobile deposit" and the box is checked, then the words "for mobile deposit" are not necessary.

## Receipt of Deposit

All images processed for deposit through Mobile Deposit will be treated under the Membership and Account Agreement and/or the Business Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement and/or the Business Membership and Account Agreement. When you successfully submit an image you can check the status of the image within the Mobile App. Status pending means the item is under review, accepted means the item will be processed, and rejected means the item was rejected and a reason will be provided. We shall not be deemed to have received the image for deposit until we have confirmed receipt through the Mobile App to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. We cannot re-process an image that has been deleted.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for Mobile Deposit into your account(s). We may email you a notification of your rejected image(s), providing we have a current email address for you on file. It is your responsibility to make sure your email and other contact information is current.

## Original checks

After you receive confirmation that we have received an image, you must securely store the original check for at least 30 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, 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 such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

#### **Returned Deposits**

Any credit to your account for checks deposited using Mobile Deposit is provisional. If the original check(s) deposited through Mobile Deposit is dishonored, rejected or otherwise returned unpaid by the drawee bank, or is 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 that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute 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 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 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.

#### **Your 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 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.
- 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.

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. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

#### **Compliance with Law**

You will use Mobile Deposit 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.

#### **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 offices.

#### **Funds Availability**

Mobile Deposits confirmed as received before close of business will be credited to your account within two business days with the first \$2,000.00 of the daily total deposit available. Deposits confirmed received after close of business, on holidays, or days that are not considered business days will be credited to your account within two business days of the following business day.

Mobile Deposits on new accounts opened less than 30 days confirmed as received before close of business will be credited to your account within five business days with the first \$225.00 of the daily total deposit available. Deposits on new accounts opened less than 30 days confirmed received after close of business, on holidays, or days that are not considered business days will be credited to your account within five business days of the following business day.

Some items during processing hours may qualify for automatic posting to your account resulting in funds made available sooner to you. Items that do not qualify for automatic posting can include but are not limited to: check deposit limits, duplicate submissions, non-conforming image, poor image quality, or dollar amount discrepancies.

For business accounts on WESTconsin Business Connect Mobile Deposit confirmed as received before close of business will be credited to your account up to \$45,000.00 with the deposit amount over \$45,000.00 deposited within two business days. Deposits confirmed received after close of business day, on holidays or days that are not considered business days will be credited to your account within two business days of the following business day.

All accounts may be subjected to extended holds if we deem necessary.

#### **Mobile Deposit Security**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized access to your account or unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original check(s), or if you suspect unauthorized access. 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.

#### **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 Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, ineligible incorrect or otherwise improper or unusable images to us.

#### **Financial Information**

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

WESTconsin Credit Union  
C/O Electronic Services Department  
PO Box 160  
Menomonie, WI 54751  
(800) 924-0022

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. and Vertifi Software, LLC, and retain all rights, title, and interests in and to the Services, Software and Development made available to you.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight, (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight and Vertifi and their 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 FI or End User's use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**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.

**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