

Mobile Deposit Terms and Conditions

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for use of Sioux Falls Federal Credit Union’s Mobile Deposit services (“Mobile Deposit”). The words “we”, “us”, “our”, “Credit Union” and “SFFCU” mean Sioux Falls Federal Credit Union. The words “you” or “your” mean each and every person that uses Mobile Deposit. The word “account” means any one or more deposit accounts you have with Sioux Falls Federal Credit Union.

Mobile Deposit is designed to allow you to make deposits to your checking or savings accounts from your mobile device, by electronically transmitting a digital image of your paper check to SFFCU, or a third-party processor designated by SFFCU.

1. **Acceptance of these Terms.** Your use of Mobile Deposit constitutes your acceptance of this Agreement which is a binding legal agreement between you and SFFCU. You agree to comply with the hardware and software requirements of Mobile Deposit. The information in this Agreement applies only to Mobile Deposit services described herein. Provisions in other Account Agreements and Disclosure Documents, as may be revised from time to time, remain in effect for all other aspects of your account. We reserve the right to change the terms and charges for Mobile Deposit services described in this Agreement by notifying you of such change electronically and/or in writing, and we may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of Mobile Deposit services will indicate your acceptance of the revised Agreement.
2. **Hardware and Software Requirements.** In order to use Mobile Deposit services, you must obtain and maintain, at your expense, a supported mobile device (e.g. smartphone, iPad, etc.) with a supported camera and operating system, have a data plan or wireless connection, and download the App to your mobile device. SFFCU will not be responsible for providing or servicing any mobile device on your behalf. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible. You are solely responsible for electronically transmitting deposit items, accessing Mobile Deposit, and maintaining your device. You will be responsible for the payment of all telecommunications expenses associated with your use of Mobile Deposit.
3. **Compliance with Laws.** You agree to 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. You promise to indemnify and hold SFFCU harmless from any damages, liabilities, costs, expenses (including attorney’s fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account and this Agreement.
4. **Unavailability of Services.** You understand and agree that Mobile Deposit may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider and Internet software. SFFCU cannot assume responsibility for any technical or other difficulties or any resulting damage that you may incur. In the event that Mobile Deposit services are interrupted or are otherwise unavailable, you acknowledge that you can deposit original checks in person at a SFFCU branch, at an ATM that accepts deposits, or by U.S. mail. It is your sole responsibility to verify that items deposited using these services have been received and accepted for deposit by us. Mobile Deposit has qualification requirements, and SFFCU reserves the right to change the qualification at any time without prior notice. SFFCU reserves the right to change, suspend, or discontinue Mobile Deposit immediately and at any time without prior notice to you.
5. **Member Eligibility.** Mobile Deposit is available to accountholders at SFFCU who are actively utilizing our Mobile Banking product and meet the following qualifications:
 - Primary account owner must be a minimum of 14 years of age on consumer accounts;
 - Must have a valid email address on the account;
 - Account has not “opted-out” of Mobile Deposit or the product has not been revoked or disabled for other reasons.

6. **Fees and Charges.** Currently, we do not charge a service fee for the use of Mobile Deposit services. However, we reserve the right to charge a monthly service fee in the future. If we decide to do so, we will provide you with a notice of change in terms as set forth in this Agreement. Standard data and mobile phone rates from your wireless provider will still apply. You may be charged access rates depending on your carrier. Please contact your mobile device carrier for additional information.

There may be a charge for additional transactions and optional services as disclosed in our Fee Schedule. You agree to pay such charges and authorize us to charge your designated Account or, if sufficient funds do not exist in your designated Account, or overdraft source(s), you authorize us to charge the amount of the fees associated with Mobile Deposit to any of your Account(s) at SFFCU. In addition to the foregoing, you agree to be responsible for any fees and charges assessed through, or arising from the use of Mobile Deposit, including but not limited to fees assessed for any return items that are in addition to the fees set forth in our Fee Schedule.

7. **Items Eligible for Deposit.** You agree to deposit only “checks” as that term is defined in the Federal Reserve Regulation CC. You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code. Each check will require a separate transaction via Mobile Deposit.
8. **Unacceptable Items for Deposit.** You understand and agree that you will not deposit the following items using Mobile Deposit:
- Any item previously negotiated or “cashed” at another financial institution or other SFFCU location or deposit channel causing the same drawer’s account to be debited twice.
 - Any third party check, i.e., any item that is made payable to another party and then endorsed to you by said party.
 - Any item drawn on the same account that you are depositing to.
 - Any item that contains evidence of alteration to the information on the check, or which you know or suspect is fraudulent or otherwise not authorized by the owner of the account.
 - Any item that is “non-negotiable” (whether stamped in print or as a watermark).
 - Any check previously converted to a “substitute check,” as defined in Regulation CC.
 - Any item issued to you by a financial institution in a foreign country or not payable in U.S. currency.
 - Any item that is “stale dated” more than six (6) months prior to deposit.
 - Any item that is “postdated” after the date of deposit.
 - Any item that is incomplete.
 - Any item that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.
 - Any item on which a stop payment order has been issued or to which there are “non-sufficient funds”.
 - Cash.
 - Savings Bonds.

Deposits of this nature may result in immediate termination of Mobile Deposit and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance in your account and applicable fees may be applied.

9. **Check Image and Endorsement Requirements.** Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to electronically transmitting a digital image of the original check, you will restrictively endorse any item transmitted through Mobile Deposit as “For Mobile Deposit Only at SFFCU”, and your endorsement or as otherwise instructed by us. The digital image of the check transmitted must accurately and legibly provide, among other things, the following information:
- your endorsement, and those of any other payees listed on the check;
 - the information identifying the drawer and the paying financial institution that is preprinted on the check, including complete and accurate MICR information and the signatures; and
 - other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Federal Reserve Board, Regulation CC, or any other regulatory agency, clearing house, or association. The image may be rejected for quality purposes if it does not meet the criteria established within Mobile Deposit. Receipt of the image does not guarantee SFFCU has accepted the image. The Federal Law regarding funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings. SFFCU will not be responsible for any damage incurred in the event you deposit an item that is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by you or a prior endorser on the back of the check.

10. **Receipt of Items.** You understand and agree that receipt of an image does not occur until you are notified of receipt of the image via onscreen messaging and/or email notification. SFFCU is not responsible for any image that we do not receive. SFFCU reserves the right to reject any items transmitted by Mobile Deposit, at our discretion. You understand that any amount credited to your account for items deposited using Mobile Deposit is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check. SFFCU is 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. You are responsible to review your account history for deposit information.
11. **Rejection of Deposit.** We are not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an items being returned.
12. **Items Returned Unpaid.** With respect to any item that you transmit to us for Mobile Deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such items from your account, including applicable fees.
13. **Availability of Funds.** You acknowledge and agree that items transmitted, received and processed using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Central Time on a business day that the Credit Union is open, you consider that day to be the day of your deposit. Otherwise, you will consider that the deposit was made on the next business day the Credit Union is open. The Credit Union may make such funds available sooner or later based on other factors as the Credit Union, in its sole discretion, deems relevant. You also understand that credit is provisional until settlement of the item is finalized. Please review your account history for deposit information.
14. **Email Address.** You agree to notify us immediately if you change your email address.
15. **Check Retention and Destruction.** Upon your receipt of a confirmation from us that we have received the image of an item, you agree to prominently mark the items as "Deposited via Mobile and the date" to ensure that it is not represented for payment. You agree to securely store each original check that you deposit using Mobile Deposit for a period of at least sixty (60) days after transmission to us to in order to verify settlement and to balance your account. After such period expires, you will safely destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original check. You agree to never resubmit the check for deposit. During the retention period, you will promptly provide any retained check, or a sufficient copy of the front and back of the check, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims.
16. **Security.** You understand that a lost or stolen mobile device could lead to fraud. For that reason, you agree to keep your Mobile Banking password private and only known to you. As a best practice you should also use a password to protect your mobile device.

17. **Periodic Statement and Your Duty to Report Errors.** Any remote deposits made through Mobile Deposit will be reflected on your periodic statement. You understand and agree that you are required to immediately notify us of any suspected error relating to images transmitted using Mobile Deposit no later than sixty (60) days after the date of the periodic statement that includes any transactions that you feel are in error. You are responsible for any errors that you fail to bring to our attention within such time period. Periodic statements and your duty to report errors is governed by the Electronic Fund Transfers Agreement and Disclosure and is included with the SFFCU Membership and Account Agreement provided to you and hereby incorporated into and made a part of this Agreement.

18. **Accountholder's Warranties.** You make the following warranties and representations with respect to your use of Mobile Deposit services and each image of an original check you transmit to us using Mobile Deposit:

- You will only transmit eligible items and the amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate for their negotiation. Images will meet SFFCU's image quality standards.
- You will not transmit or deposit a check or item to us, or to any other person, for payment more than once causing the drawer's account to be debited twice. Other than the digital image of an original check that you remotely deposit using Mobile Deposit, there are no other duplicate images of the original check.
- You will only transmit or deposit items that you have the legal capacity to negotiate and agree to comply with all rules and regulations that apply to that transaction.
- All information you provide to SFFCU is true and accurate, including that all images transmitted to us are an 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.
- 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.
- The information you provided when you opened your account is true and correct and, in the event any information changes, you will immediately notify us of the change. You will not knowingly fail to communicate any material information to us.
- You will immediately notify SFFCU if you believe there has been an error with respect to any original check or image transmitted to SFFCU for deposit. You will, within one (1) business day after discovering the error, contact us regarding such error by calling 605-334-2471 or 1-800-568-5711.
- You comply with this Agreement and all applicable rules, laws, and regulations.
- You will use Mobile Deposit only for your own deposits and will not allow the use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Deposit by or for the benefit of any third party. You will not use Mobile Deposit and/or your accounts for any illegal activity or transactions.

19. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** YOU UNDERSTAND AND AGREE THAT YOUR USE OF MOBILE DEPOSIT IS AT YOUR RISK. WE ARE ONLY RESPONSIBLE FOR PROVIDING MOBILE DEPOSIT AS EXPRESSLY STATED IN THE AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO MOBILE DEPOSIT WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS MOBILE DEPOSIT. MOBILE DEPOSIT IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING MOBILE DEPOSIT, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL SIOUX FALLS FEDERAL CREDIT UNION OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE APP, THE SOFTWARE, THE EQUIPMENT OR MOBILE DEPOSIT WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES, SIOUX FALLS FEDERAL CREDIT UNION AND OUR THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

20. **Accountholder's Indemnification Obligation.** You agree to indemnify, defend, and hold harmless the Credit Union and its directors, officers, employees, members and agents from and against any and all losses, cost, expenses, fees (including but not limited to, reasonable attorney's fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (1) your failure to abide by or perform any obligation imposed upon you under this Agreement; (ii) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of Mobile Deposit; (iii) the actions, omissions or commissions of you, your employees, consultants, and/or agents relating to Mobile Deposit; and (iv) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith. You agree that this paragraph on warranties and indemnity shall survive the termination of the Agreement.
21. **Termination of Mobile Deposit.** You may cancel Mobile Deposit at any time, allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via Mobile Deposit. We will have no obligation to honor any instructions, in whole or part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or Mobile Deposit; (iv) is not in accordance with any other requirements stated in this Agreement or any of our policies, procedures or practices; or (v) for your protection or ours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate Mobile Deposit, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access information; or (b) we believe Mobile Deposit is not being used for its intended, bona fide and lawful purposes under this Agreement and the Mobile Banking Terms and Agreement; (c) we have reason to believe Mobile Deposit is being used in an anti-competitive manner or contrary to SFFCU'S business interest; (d) your account is closed, access to your account is restricted for any reason, or if you do not use Mobile Deposit for a period of time or (e) following initial enrollment you do not use Mobile Deposit. Termination will not affect your liability or obligations under this Agreement, SFFCU'S Internet Banking Agreement, Mobile Banking Agreement, or any other agreements you have with SFFCU.

Additional Terms and Conditions Applicable to Business Accounts

In addition to the above, the following terms and conditions apply to the use of Mobile Banking by a business member. In this section, the words "Member," "you" or "your" refer to the business.

Authority. Member warrants and represents to the Credit Union that it has full and complete authority to enter into this Agreement. We may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person who is described as an authorized representative or authorized person of Member (collectively, "Authorized Person"). We may require further written confirmation of instructions given orally or by facsimile. Each Authorized Person is permitted to conduct any transaction within the scope of Mobile Deposit. We may rely on a written notice containing signatures of an Authorized Person if we believe, in good faith, that the signature is genuine. If we receive conflicting instructions from Authorized Persons we may: (1) honor one or more of the instructions received; (2) refuse to honor any of the instructions until the Credit Union receives instructions to which all Authorized Persons agree; or (3) submit to a court all funds which are subject to the conflicting instructions (at which time the Credit Union shall automatically be discharged from any obligations with respect to such funds).

No Litigation. There is no action, suit, or proceeding pending or to Member's knowledge threatened which, if decided adversely would impair Member's ability to carry on its business substantially as now conducted or which would adversely affect Members' financial condition or operations.

Change in Structure. Member shall provide written notice to the Credit Union of any changes to the information provided by Member to the Credit Union, including but not limited to: additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and method of conducting sales. Such notice must be received by us within five (5) business days of the change. Further, upon our request, you shall provide updated information within (5) business days of such request. We retain the right to: (1) review your business activity from time to time to confirm Member is conducting business as stated by Member; and (2) re-price or terminate Mobile Deposit based on changes to the facts previously stated by Member.

Statement of Business Purpose. Member agrees that Member has represented to the Credit Union that Member is using Mobile Deposit for business and/or commercial purposes and will not commingle personal and business transactions. Member agrees not to use Mobile Deposit for any personal, family or household purposes.

Check Retention and Destruction. For the retention period described above in Section 15, original checks shall be maintained in a secure fashion under the procedures similar to which Member maintains other confidential or proprietary information. As a best practice all sensitive data residing on a mobile device should be secure and the data encrypted.