

Mobile Deposit Capture User Agreement

Standard Terms and Conditions

Terms and Conditions: TrailNorth Federal Credit Union

Thank you for using **TrailNorth Federal Credit Union's** Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply.** For help, text "**HELP**" to 39872. To cancel, text "**STOP**" to 39872 at any time. In case of questions please contact customer service at 518-585-6725 or visit www.trailnorth.com.

[TrailNorth Federal Credit Union Privacy Policy](#)

Terms and Conditions:

- Program: **TrailNorth Federal Credit Union** offers their customers mobile access to their account information (e.g., for checking or savings balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be on-going. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.
- Questions: You can contact us 518-585-6725, or send a text message with the word "**HELP**" to this number: 39872. We can answer any questions you have about the program.
- To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: 39872. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of TrailNorth Federal Credit Union or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, TrailNorth Federal Credit Union and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). TrailNorth Federal Credit Union and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. TrailNorth Federal Credit Union and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by TrailNorth Federal Credit Union (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of TrailNorth Federal Credit Union or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal

drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose TrailNorth Federal Credit Union, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

This agreement contains the terms and conditions for the use of the TrailNorth Federal Credit Union **Mobile Deposit Capture** and/or other remote deposit capture services that TrailNorth Federal Credit Union or its affiliates ("TFCU", "us", or "we") may provide to you ("you", or "we"). Other agreements that you have entered into with TFCU, including your Account Agreement and Disclosures, as amended from time to time, 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, savings, and money market accounts from home or other remote locations by taking images of checks and delivering images and the associated deposit information to TFCU. There may be a fee associated with this service. See fee schedule for exact fee.

2. Acceptance of these terms. Your use of the services constitutes your acceptance of this Agreement. This Agreement is subject to change as determined by TFCU 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, TFCU 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 that 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. We may establish limits on the dollar amount of deposits from time to time. If you attempt to deposit in excess of these limits, we may reject your deposit. 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. The current daily dollar limit is \$10,000 per business day. The current per item deposit limit is \$10,000 per business day. We reserve the right to adjust these limits at any time without prior notice to you.

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

- Mobiliti™ application for TrailNorth Federal Credit Union; and
- Checking account; or
- Savings account

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

6. Eligible Items. You agree to image and deposit only checks as that term as defined in Federal Reserve Regulation CC ("Reg

CC"). You agree that the image of the check transmitted to TFCU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code of New York. 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 written from and deposited in to the same TFCU checking account.
- 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 on the account.
- Checks or items that are post-dated and deposited prior to the date on that item.
- Any savings bonds.
- Any item that is stamped with a "non-negotiable" watermark.
- Checks or items payable on sight or payable through Drafts, as defined in Reg CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through this Service or through a remote deposit capture service offered at any other financial institution.
- Checks prohibited by TFCU 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. **The image must contain the front and back of the check.** The amount, payor, payee, signature, endorsement and MICR lines on the check must also be legible, genuine and accurate. 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 at TFCU on XX/XX/XX(date)"** with your signature, or as otherwise instructed by TFCU. 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 to 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 TFCU's sole discretion subject to the 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 3:00 pm EST, or after we close for a scheduled or emergency early closure, may be processed on the next business day. TFCU's business days are Monday-Friday, excluding Federal holidays and/or any emergency or scheduled closure days. Any amount credited to your account for items deposited using Mobile Deposit Capture is a provisional credit and you agree to indemnify TFCU against any loss suffered because of TFCU's acceptance of the remotely deposited check. In the event TFCU credits your account for a check that is subsequently dishonored and returned, you authorize the credit union to debit the amount of the check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any or your other account(s) with the credit union at our sole discretion. You understand and agree, that since the original check is your property, TFCU may charge back an image of the check, an ACH debit, or other electronic or paper debit, as applicable, to your account.

General Funds Availability Policy

This policy statement applies to all accounts. Our policy is to make funds from your mobile deposits available to you on the second business day after the day we receive your deposit. Once the funds are available, you can withdraw them in cash and we

will use them to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 3 PM EST on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3 PM EST or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check you deposited.

LONGER DELAYS MAY APPLY - In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, will be available on the first business day after we receive your deposit. If we are not going to make all the funds from your deposit available on the first business day after we receive your deposit, we will notify you. We will also tell you when the funds will be available. If you will need the funds from a deposit right away, you should ask us when the funds will be available. 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 \$6,725.00 on any one day.
- * You redeposit 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 day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS - If you are a new member, the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725.00 may not be available until the ninth business day after the day of your deposit.

10. Retention of the Negotiable Instrument. You should securely retain the original check(s) (deposited items) for a period of no less than 90 days. You agree that 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 TFCU of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable TFCU account statement. If you tell us orally, we may require that you send us your complaint or question in writing. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question. If we need more time, however, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation.

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 TFCU from time to time. See trailnorth.com for current hardware and software specifications. TFCU 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 TFCU 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 TFCU's business interest, or (iii) to TFCU's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

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. WE MAKE 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 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 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 CCCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

16. User warranties and indemnification. You warrant to TFCU 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 re-present the original item.
- e. All information you provide to TFCU 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 TFCU from any loss for breach of this warranty provision.

17. Other terms. You may not assign this Agreement. This Agreement is entered into in Ticonderoga, NY and shall be governed by the laws of the State of New York 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.