

# Remote Deposit Capture (Mobile Check Deposit) Disclosure & Agreement

This Remote Deposit Capture Disclosure and Agreement is a supplement to First Priority Credit Union's Online Banking Disclosure and Agreement and refers to First Priority Credit Union's consumer product, Mobile Check Deposit. All other terms and conditions of your Online Banking agreement and Mobile Money Services Terms and Conditions, as amended, remain in force.

In this agreement the words "you" and "your" refer to each member that requests enrollment or uses Remote Deposit Capture/Mobile Check Deposit. The words "we", "us", "our", "FPCU" and "First Priority" refer to First Priority Credit Union.

Mobile Check Deposit allows you to deposit paper checks from your mobile device to your First Priority Credit Union accounts by electronically transmitting a digital image of the paper check to the credit union.

Use of this service confirms that you have read, understood, and agree to the terms of this Remote Deposit Capture/Mobile Check Deposit Disclosure and Agreement. You may terminate access to this service by notifying the credit union, in writing and including a signature which can be mailed to First Priority Credit Union, Attention Retail Services Manager, 100 Swift Street, East Boston, MA 02128. FPCU reserves the right to change, suspend or discontinue Mobile Check Deposit service or your use of the service without any prior notice to you.

## **Fees**

There are no fees for using Mobile Check Deposit services to deposit checks through your mobile device

## **System Requirements**

To use Mobile Check Deposit you must have the following:

- Must be enrolled in Online Banking
- A mobile device with an enabled camera and service plan that includes data and internet service. Please contact your phone or internet carrier for any data or additional fees that may apply.
- FPCU's Mobile Banking App (Touch banking) installed on your mobile device
- FPCU is not responsible for technical or other difficulties that may occur in any Third Party software, hardware, data and internet services that you may use to complete your Mobile Check Deposit.

## **Email Address**

You will ensure that an updated email address and phone number is on file with FPCU.

## **Cut-off Time**

Deposits received before 3:00 p.m. Eastern Standard Time (EST) on a business day the credit union is opened will be credit to your account on the same business day. Deposits received after 3:00 p.m. (EST) or on any day the credit union is not open will be credited the next business day.

## **Funds Availability**

The availability of your funds from checks deposited through Mobile Check Deposit are subject to our Funds Availability Policy.

Members who joined FPCU less than 30 days before accessing Mobile Check Deposit are subject to extended holds as outlined in our Fund Availability Policy.

You can view FPCU Funds Availability Policy in its entirety at <https://www.firstprioritycu.com/services/disclosuresforms/>

## Check Requirements

Any check image transmitted must accurately and legibly provide all the information on the front and back of the check without any alterations.

Before capturing each check, please ensure that it is endorsed with the words “**For FPCU mobile deposit only.**” Checks received through Mobile Check Deposit Items that do not contain these endorsements will be rejected.

## Member Responsibilities

- You will view the image for acceptability and be notified via a screen prompt once the check has been submitted.
- You can check the status of your deposit and whether it has been accepted or rejected by viewing the mobile check deposit history screen. If a mobile check deposit is rejected you will be contacted by phone or email.
- You will be responsible for any overdraft or Non-sufficient Funds fee charged by FPCU or any third party as a result of FPCU’s rejection of any item(s) or for any item(s) returned unpaid.
- Keep the original check in a secure location and destroy once the item has been scanned, transmitted and deposited to your account.
- Mobile Check Deposits will appear on your monthly statement with a description of RDC Deposits. I agree to notify you of any errors related to the RDC Deposits reflected on my monthly statements within 60 days. You are responsible for any errors that are not reported within that time frame.
- In the event the service may be down you understand that you are able to make deposits via branch, ATM, or mail.

## How to notify us In case of Errors

If you believe there has been an error with respect to any original check or image transmitted through Mobile Check Deposit call us at 800-949-7628 or 617-428-4787 or write to us at 100 Swift Street, East Boston, MA 02128.

## Deposit Limitations

- The maximum check amount that can be deposited is \$2500
- The maximum daily limit of multiple checks that you deposit cannot exceed \$2500
- FPCU reserves the right to change or modify deposit limit amounts
- All deposits are subject to verification by FPCU. We may return, or reject all or part of the deposit through Mobile Check Deposit at any time. FPCU will not be held responsible even if such actions cause checks or other debits to your account to be returned.

The following types of checks will BE accepted through Mobile Check Deposit.

- Personal Checks
- Cashier’s Checks
- Payroll checks
- Government Checks
- Money Orders

The following will NOT BE accepted through Mobile Check Deposit.

- Third Party (checks made payable to someone other than you)
- Items issued by a financial institution in a foreign country.
- Savings Bonds
- Travelers Checks
- Items displaying a Non-negotiable, void or similar notation or watermark
- Items dated more than 6 months before the date of deposit
- Items that are post-dated.
- Items previously converted to a substitute check
- Cash Advance Check
- Any item that contains evidence of alteration to the information on the check.

### **Member Warranties**

- You will ensure that the images you transmit meet the quality standards.
- You will only transmit items that are made payable to you and that are listed under the types of items that are accepted for deposit through Mobile Check Deposit.
- You will not transmit duplicate items
- Once the item has been submitted you will not deposit negotiate, represent or otherwise transfer the original item.
- You will comply with the terms and conditions set forth in this agreement.
- You certify that I have not knowingly failed to communicate any necessary information to us and that all the information you provide is accurate and true. In the event of a change to any of the information submitted, I will notify FPCU.
- You have possession of each original check deposited and no party will submit the original check for payment.
- Files transmitted by you will contain no viruses or any other disabling features that would impact FPCU systems.

### **Member Indemnification**

You understand and agree to indemnify and hold harmless FPCU against any and all claims, damages, liabilities, actions, cost, and expenses resulting from the use of mobile check deposit and or breach of this disclosure and agreement.