

## **TERMS AND CONDITIONS MOBILE DEPOSIT CAPTURE**

This service is designed to allow you to make deposits to your checking or savings accounts from a remote location by scanning checks and delivering the images to BHFCU. Please refer to our Schedule of Fees for applicable fees associated with this service.

Your use of the Mobile Deposit service constitutes your acceptance of this Agreement. We will notify you of any material changes to this Agreement or to the service, via e-mail, by posting the information on our website where you access your accounts, through our online banking or our online account opening site. Your continued use of the service will indicate your acceptance to the revised Agreement and/or service changes.

BHFCU assumes no responsibility for any technical or other difficulties you may experience with using the Mobile Deposit service. BHFCU also reserves the right to change, suspend or discontinue the service, in whole or in part, immediately and without prior notice to you.

You agree to scan and deposit only checks as defined by Reg CC. You further agree that the image of the check transmitted to BHFCU is an item as defined in Article 4 of the Uniform Commercial Code. You agree that you will not use the Mobile Deposit service to scan and deposit any checks or other items that are payable to any other person or entity other than you; checks or items drawn on or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account owner; checks or items that contain alteration to any of the fields on the front of the check or item, or which you should know or suspect are fraudulent or otherwise not authorized by the account owner on which the check or item is drawn; checks or items previously converted to a substitute check or that are remotely created checks as defined in Regulation CC; checks or items drawn on a financial institution located outside the United State, checks or items that are not payable in United States currency; checks or items that are dated more than 6 months prior to the date of the deposit and any checks or items prohibited by BHFCU's current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your account.

You understand that the image of the item sent to BHFCU must be legible. The image quality must comply with the requirements established by the Federal Reserve Board, any regulatory agency, clearing house or association. You agree that you will endorse any item transmitted to BHFCU as follows: "For mobile deposit only at BHFCU" unless otherwise instructed by BHFCU. We reserve the right to reject any items transmitted through the service and BHFCU is not responsible for any item we do not receive or that is dropped during transmission. You agree to promptly and prominently mark VOID on the item presented and securely retain the original item for 90 days. Once 90 days has elapsed, you agree to properly dispose of the item. You agree not to represent or deposit the original item and further agree to promptly provide BHFCU upon request, any retained item or a legible copy of the front and back of the item to facilitate in clearing and collection, resolve claims by third parties or for our audit purposes.

You understand and agree that items transmitted utilizing Mobile Deposit are not subject to the funds availability requirements of Regulation CC. Funds deposited using the Mobile Deposit service will be available after BHFCU receives payment for the item, however, BHFCU may choose to make the funds available to you earlier. BHFCU reserves the right to impose limits on the amounts and number of deposits that you may transmit and may periodically change these limits.

You understand that in order to utilize the Mobile Deposit service you must obtain, and maintain, compatible hardware and/or software as specified by BHFCU. You are responsible for any

expense associated with these requirements and BHFCU will not be 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 that you enter into directly with the third party software provider.

You authorize BHFCU to debit the amount of any returned item that you transmit to us from your account in the event that the item is dishonored.

You agree that you will promptly notify BHFCU of any errors relative to items deposited through Mobile Deposit. BHFCU must hear from you no later than 60 days after the applicable account statement has been mailed, or electronically made available to you. After 60 days has transpired, BHFCU will deem all deposits as correct and you will not be able to bring a claim against BHFCU for the alleged error.

The manner in which items clear, presented and collected is at the sole discretion of BHFCU and subject to your Membership and Account Agreement that governs your account.

You also agree that your use of the service, as well as all information and content, is at your risk and is provided on an "as is" and "as available" basis. BHFCU disclaims all warranties, either express or implied, of any kind as to the use of the service and we make no warranty that the service will meet your requirements, will be uninterrupted, timely, secure, error free, that the results that may be obtained will be accurate or reliable and that any errors in the service or technology will be corrected.

BHFCU will not be liable for any direct, indirect, incidental, consequential or exemplary damages resulting from the use or inability to use Mobile Deposit either by your or any third party arising from the inability to use, or the termination of the use of the service. You may not assign this Agreement.