

Mobile Check Deposit Terms and Agreement

Member shall be responsible to complete proper scanning of the front and back of each Check/negotiable instrument (“Item”). Member must ensure that a full image is displayed and aligned properly complying with the requirements of the Check Clearing for the 21st Century Act (“Check 21 Act”). Member shall be responsible for verifying the accuracy of the MICR capture by visually viewing the Item displayed on the screen and comparing it to the MICR field. Member shall be responsible for insuring the MICR is captured accurately by re-scanning the item or making necessary edits. The name of the payee on each Item shall be only that of the Member and shall not include an additional payee(s) or be a third-party that endorsed the item to the Member. All Items must include the drawer’s signature or indicate the drawer’s name on the original check before the Member submits said Checks for deposits as Check 21 Items. Member states that the endorsement is his own and proper for deposit at the Credit Union.

Member must retain the original Item used to create a check, e.g. the Check 21 Item (“electronic item”) for a period of 10 days in a secure location and be able to produce the original item if requested by the Credit Union. On the 10th day, the Member shall destroy the original Item used to create an electronic Item. All items submitted by Member as electronic Items received by Remote Deposit Capture will be deposited into the members account in accordance with Credit Union’s funds availability policy.

Notwithstanding anything contained herein to the contrary, the Credit Union’s only obligation shall be to utilize ordinary care in processing and depositing acceptable electronic Items and the Credit Union shall have no liability for the processing or deposit of any electronic Item which does not conform to the foregoing standards Member warrants to the Credit Union that no Item will be duplicated for deposit either through use of Remote Deposit Capture or deposited separately as a physical deposit of the original Item for any Item submitted to the Credit Union as an electronic Item.

Member warrants to the Credit Union he will indemnify and reimburse all damages claimed against the Credit Union as to any alleged violation of the Check 21 Act relating to any transaction subject to this Agreement. Member warrants to the Credit Union that the Substitute Check and electronic Item meet all the requirements for legal equivalence described in Regulation CC §229.51. Member shall indemnify the Credit Union for any loss incurred because of the Credit Union’s acceptance of an electronic item instead of the original check.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and Regulation E. If Member commences legal action seeking monetary, declaratory, or injunctive relief with respect to enforcement, interpretation, or violation of this Agreement the parties (i) agree that any such action may be commenced only in a court of competent subject-matter jurisdiction in Brazos County, Texas, (ii) consent to venue and personal jurisdiction in such a court, and (iii) waive any defense of lack of venue or personal jurisdiction in any such suit, action, or proceeding. The parties further agree to binding arbitration and waive any right to class action litigation.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device. We reserve the right to refuse any transaction. We may set other limits on the amount of any transaction, and you will be notified of those limits. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The terms and conditions of these services are subject to change without notification to you, unless prior notification is required by law.