

**CapEd Credit Union Mobile Deposit User Disclosure and Agreement (“Agreement”)**  
**Effective January 1 2015**

This Agreement contains the terms and conditions for the use of CapEd Credit Union’s (“CapEd,” “we,” “us,” or “our”) Mobile Deposit service that we may provide to you (“you,” “your,” “yours,” or “User”). Other agreements you have entered into with CapEd, including the Account Agreement and other Disclosures governing your CapEd account, are incorporated by reference and made a part of this Agreement.

**1. Service.** The mobile deposit service (“Service”) is designed to allow you to make deposits to your accounts at CapEd—except IRAs and share certificates—using a mobile device by taking a picture of your check(s) and delivering the images and associated deposit information to CapEd or CapEd’s designated processor. There is no charge for the Service.

**2. Acceptance of these Terms.** Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time.

**3. Notices and Amendments.** You agree that any notices required or permitted under this Agreement may be given electronically. We will notify you of any material change via e-mail and on our website(s) by providing a link to the revised Agreement. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, CapEd reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service. You agree that you will notify us of any change in your email address.

**4. Limitations of 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. 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 to you.

**5. Eligible items.** “Items” means personal checks, government checks, business checks, money orders, traveler’s checks, and cashiers or certified checks drawn on a U.S financial institution and in U.S. funds.

**6. Ineligible items.** You agree that you will not use the Service to photograph and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than signers on the account.
- b. Checks or items containing obvious alteration to any of the fields 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.
- c. Checks or items stamped with a “non-negotiable” watermark.
- d. Checks or items that are incomplete.
- e. Checks or items previously converted to a substitute check, as defined in Reg CC.
- f. Checks or items drawn on a financial institution located outside the United States.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit (“stale-dated”).
- i. Checks or items dated in the future (“post-dated”).
- j. Checks or items prohibited by CapEd’s current procedures relating to the Service or which are otherwise not acceptable under the terms of your CapEd account.

**7. Image Quality.** The image of the front and back of an item transmitted to CapEd using the Service must be legible and provide the following information: The information identifying the drawer and the paying bank, 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 endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**8. Endorsements and Procedures.** You agree to endorse any item transmitted through the Service by signing the item. You agree to follow any and all other procedures and instructions for use of the Service as CapEd may establish from time to time.

**9. Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from CapEd that we have received the image. Receipt of such confirmation does not mean that the transmission was error-free or complete. It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by us.

**10. Rejection of Deposit.** You will receive an email notification if your deposit is not accepted. CapEd shall not be liable for any late charges or overdraft fees charged to your account due to our rejection of any item.

**11. Items Returned Unpaid.** In the event any item that you transmit to CapEd for mobile deposit is dishonored, you authorize us to debit the amount of such item from your account.

**12. Availability of Funds.** Funds deposited using the Service will be available after CapEd receives payment for the funds submitted. CapEd may make such funds available sooner based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as CapEd, in its sole discretion, deems relevant. Deposits to accounts with a negative balance may be subject to a minimum two business day hold.

**13. Unavailability of Service.** The Service may be temporarily unavailable due to system maintenance or technical difficulties. In the event that the Service is unavailable, you may deposit an original check at any CapEd branch or other credit union within the CO-OP Shared Branching network, or you may mail an original check to us at P.O. Box 570, Meridian, ID 83680-0570.

**14. Storage and Disposal of Original Transmitted Items.** After transmission to CapEd, you agree to prominently mark the item as “Electronically Presented” or “VOID” and securely store each original check for a period of at least 60 days. During the 60 day period, you will promptly provide any retained item, or a sufficient copy of the front and back of the item, to CapEd as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for CapEd’s audit purposes. After 60 days, you agree to properly dispose of the item to ensure that it is not re-presented for payment. And, you agree never to re-present the item.

**15. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time.

**16. Business Days and Hours.** Business days are Monday through Friday, except holidays. Business hours are 9:00 a.m. to 5:00 p.m. Mountain Time, each business day. Items received after 5:00 p.m. Mountain Time may be credited on the next business day.

**17. Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by CapEd from time to time. The Mobile deposit application is available for iOS version 4.0 or higher and Android version 2.0 or higher. CapEd 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.

**18. Errors.** Deposits made through the Service will be reflected on your periodic account statement. You agree to notify CapEd of any suspected errors regarding items deposited through the Service immediately, and in no event later than 60 days after the applicable CapEd account statement is sent.

You may notify us at: CapEd, P.O. Box 570, Meridian, ID 83680-0570, call us at 208-884-0150 or 800-223-7283, or visit CapEd.com and click on the “Contact Us” link.

Unless you notify CapEd within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against CapEd for such alleged error.

**19. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be at CapEd's sole discretion subject to the Account Agreement and other Disclosures governing your account.

**20. Ownership & License.** You agree that CapEd 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 Service. 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 CapEd's business interest, or (iii) to CapEd's actual or potential economic disadvantage in any aspect. You may use the Service for 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 Service.

**21. 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 SERVICE, 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 SERVICE (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, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**22. 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 CapEd HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**23. User warranties and indemnification.** You warrant to CapEd 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 CapEd 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 CapEd from any loss for breach of this warranty provision. This indemnity will survive termination of my account and this Agreement.

**24. Other terms.** You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Idaho 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.