

Fairmont Federal Credit Union Consumer Mobile Check Deposit Terms & Conditions

This Mobile Check Deposit User Agreement (Agreement) contains the terms and conditions for the use of Fairmont Federal Credit Union's Mobile Deposit Service offered through Fairmont Federal Credit Union's Online Banking Mobile Banking iOS and Android applications.

You may use Fairmont FCU's mobile check deposit service "Deposit A Check" feature within Fairmont FCU's Online Banking iOS and Android application to deposit check items to your designated share or share draft account at Fairmont Federal Credit Union in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your account.

This Agreement applies to consumer checking and savings accounts only. The use of the Service means you agree to all terms and conditions in this Agreement. This Agreement is subject to change from time to time. Fairmont FCU reserves the right, in its sole discretion, to change, modify, add or remove portions from this Service. Your continued use of this Service will indicate your acceptance of any such changes to this Service.

You may be denied access to this Service for violations of this Agreement or other serious account issues, which are determined at Fairmont FCU's sole discretion. These serious account issues include, but are not limited to, potential fraud or security concerns, unknown address, and identity or membership verification.

Funds Availability Policy

You agree that items transmitted using this Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC or Fairmont FCU's funds availability policy contained in the Your Ability to Withdraw Funds section of Fairmont FCU's Terms and Conditions of Your Account disclosure booklet. Below is our general funds availability policy for this Service.

If an image you transmit through the Service is received and approved before 3:00 p.m. Eastern Time Monday-Friday, excluding Federal Holidays, it will be considered the day the deposit is made. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available according to the chart below.

BEFORE 3 PM CUTOFF		AFTER 3 PM CUTOFF	
Items received and approved by the 3:00 PM Eastern cutoff time will generally be available no later than		Items received and approved after the 3 PM Eastern cutoff time will generally be available no later than:	
Monday	7 PM Eastern Monday	Monday	7 PM Eastern Tuesday
Tuesday	7 PM Eastern Tuesday	Tuesday	7 PM Eastern Wednesday
Wednesday	7 PM Eastern Wednesday	Wednesday	7 PM Eastern Thursday
Thursday	7 PM Eastern Thursday	Thursday	7 PM Eastern Friday
Friday	7 PM Eastern Friday	Friday, Saturday & Sunday	7 PM Eastern Monday
Please note: Closure due to federal holidays will extend availability to the next business day.			

Any credit given for items deposited using this Service is provisional and subject to verification and final collection of the item. Fairmont FCU, at its sole discretion, may place an additional hold on any item for a reasonable period until the settlement of the item is deemed to be complete. We will notify you if we delay your ability to withdraw funds for any reason and we will tell you when funds will be available. Funds held will generally be available no later than seven (7) Business Days after the day of deposit. You agree to receive all notifications regarding your use of this Service, including, but not limited to notices required by law or regulation, electronically. With respect to each item you transmit to, Fairmont FCU for deposit, you agree to indemnify and reimburse Fairmont FCU for and hold Fairmont FCU harmless from and against any and all losses, costs and expenses.

Eligible Deposit Items

You agree to capture and deposit only checks as that term is defined in Federal Reserve Regulation CC (Reg CC), through the Service as described in this Agreement. You agree that you will use the Service to capture and deposit any checks or other items that are:

- Payable only to you or another account owner on the designated Account.
- Checks that do not contain alteration to any fields on the front of the check which you know or suspect are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that are not previously converted to a substitute check, as defined in Reg CC.
- Checks that have not previously been deposited or rejected.
- Checks that are not dated considered stale dated (generally more than 6 months prior to the date of deposit unless otherwise noted)
- Checks that are not post-date.
- Checks that do not require authorization. (e.g., COMCHEKS, BranchPay, RapidDrafts)
- Checks that are not drawn on a financial institution outside of the United States.
- Checks that are payable in United States currency.

Deposit Limits

The maximum amount that may be deposited daily is \$10,000.

The number of deposits you can make is limited to 10 per Business Day, with the aggregate amount of deposits not to exceed \$10,000 per day. Fairmont FCU reserves the right to modify the limits on the amount and/or number of deposits you transmit using this Service.

Image Quality

The image quality of the item must be legible and comply with the requirements established by ANSI, the Federal Reserve Board, or any regulatory agency, clearing house or association.

Endorsements

You agree to endorse any item transmitted through the Mobile Check Deposit Service with the full signature of the payee as it appears in the "payee line" of the check and print "For eDeposit Only at FFCU" on all items. Fairmont FCU reserves the right to reject all items that are not endorsed as specified.

Receipt of Items

We reserve the right to reject any item transmitted, at our sole discretion, without liability to you. We are not responsible for items we do not receive or for images that are lost in transmission. An item shall be deemed received when you receive a confirmation from Fairmont Federal Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or the check will be accepted and credited to your account.

Returned Items

You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account or any other account in your name. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an Image Replacement Document (IRD). You agree that we may hold funds in any of your Fairmont Federal Credit Union accounts following the termination of this Agreement for a reasonable time in order to assure that no Item will return unpaid or otherwise result in any associated costs, damages, or losses.

Handling of Transmitted Items

You agree not to allow an Item to be deposited or presented for payment more than once to the extent that it could result in the payment of the item more than once. You will not allow the transmission of an image of an item that has already been presented to us or to any financial institution by any means. You will not allow transmission of an image of an item that has already been transmitted through the Service. If an image of an item has been transmitted to us or to any other financial institution, you will not allow the item to be subsequently presented by any other means. If any item is presented or

deposited more than once, whether by image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you.

For any Image which you have transmitted, you shall be responsible for preventing the transmission of another image of the Item or presentment of the Item by any other means. You agree to retain the Item for at least 10 calendar days from the date of the Image transmission and, during such 10 day period, securely store the item and deliver any original Item to us upon our demand. You agree that, upon expiration of such 10 day period, you shall destroy any Item of which you have transmitted an Image or otherwise render it incapable of transmission or presentment.

User Warranties and Indemnification.

You warrant to Fairmont FCU, by using this Service that:

- You will only transmit eligible items that are endorsed properly.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item once it has been scanned and sent through this service, unless specifically requested to do so by Fairmont FCU.
- All information you provide to Fairmont FCU Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- Items that you transmit do not contain viruses.
- You agree to indemnify and hold harmless Fairmont FCU from any loss for breach of this warranty provision.

You agree to indemnify and hold harmless Fairmont from any loss for breach of this warranty provision. Any breach of the above warranties may result in cancellation of this Service for your specific profile in the Fairmont FCU iOS or Android mobile application or closure of your accounts.