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MOBILE BRANCH AGREEMENT AND DISCLOSURE

rev. 03/30/2021

I. **Introduction.**

- a. Dade County Federal Credit Union (“We”, “Us” and “Credit Union”) will provide its members (“You”, “yours”) with the highest quality Mobile Branch (the “Service”) available. By enrolling in the Service, you agree to all the terms and conditions contained in this agreement and disclosure.
- b. We may offer additional Mobile Services and features in the future. Any such add-on will be governed by this Agreement and by any terms and conditions provided to you, electronically or otherwise, at the time the new feature is added. We may amend these terms and modify or cancel the Mobile Services we offer without notice, except where required by law.

II. **Definitions.**

- a. “Accounts” refers to your eligible Dade County Federal Credit Union checking, savings, loan, certificate of deposit or safe deposit box accounts.
- b. “Device” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic, which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

III. **The service.**

- a. **Description.** Mobile Services is offered as a convenience and supplemental service to Our Online Banking. This Service allows you to access your account information, make payments to us and other payees, transfer funds, make mobile remote deposits and conduct other transactions. To utilize Mobile Services, you must be enrolled in Online Banking and then activate it by accessing www.dcfcu.org from your device and downloading the free app.



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- i. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Services. We also reserve the right to modify the scope of the Service at any time.
 - ii. Mobile Services may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Dade County Federal Credit Union cannot guarantee and is not liable for the availability of data services provided by your wireless carrier, such as data outages or “out of range” issues.
- b. **Use of Service.** You agree to accept responsibility to learn how to use Mobile Services. You further agree to contact us directly if you have any problems with Mobile Services. We may modify the Service at our sole discretion. In the event of any modifications, you are responsible for learning to use the updated Service. In addition, you are solely responsible for the proper use of your Device. We will not be liable for any losses caused by your failure to properly use the Service or your Device.
- c. **Other Agreements.** You agree that, when you use Mobile Services, you remain subject to the terms and conditions of your existing agreements with Us except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restriction which might impact your use of Mobile Services (such as data usage or text messaging charges), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any account accessed through this Service is also subject to the Account Agreements and Disclosure provided at the time of Account Opening. You should review your disclosures carefully as they may include transaction limitations or fees which might apply to your use of Mobile Services.



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IV. Permitted Mobile Services Transfers.

You may use the Service to transfer funds between your eligible Dade County Federal Credit Union accounts (“Internal Transfer”). You may not transfer funds to or from an account at another financial institution using Mobile Services.

If you submit your transfer request during normal business hours, you will initiate an immediate Internal Transfer. Transfer requests made on weekends, Federal holidays, or after hours will be processed on the next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. Unless you have opted out of our Privilege Pay program, you agree to cover any overdraft amount and associated fees.

Federal regulations require financial institutions to limit the way withdrawals are made from money market accounts. Each transfer from a money market account using Mobile Services will be counted as one of the six limited transactions permitted each monthly statement cycle, as described in the Membership Agreement and Disclosures. You may be subject to fees or account conversion if you exceed this limitations.

We may, at our discretion, limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing the transferred funds.

V. Mobile Remote Deposit Capture.

- a. This Mobile Remote Deposit User Agreement ("Agreement") contains the terms and conditions for the use Mobile Remote that Dade County Federal Credit Union ("Credit Union", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with Credit Union, including your Membership, as amended from time to time, are incorporated by reference and made a part of this Agreement.
 - i. **Services.** The Mobile Remote Deposit capture services ("Services") are designed to allow you to make deposits to your accounts from your Device.



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- ii. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- iii. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
- iv. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Credit Union from time to time. Credit Union is not responsible for any third party software you may need to use the Services. 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.
- v. **Eligible items.** You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When an item is transmitted to the Credit Union, it is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.



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You agree that you will not deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration 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 is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.



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- Checks that are prohibited by the Credit Union's current Membership Agreement with you.
 - Checks that are in violation of any federal or state law, rule, or regulation.
- vi. **Endorsements and Procedures.** You agree to legibly endorse any item transmitted through the Services as with your signature and restrictive endorsement of “For remote deposit”. You agree to follow any and all other procedures and instructions for use of the Services as Credit Union may establish from time to time.
- vii. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, 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 Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
- viii. **Availability of Funds.** You agree that items transmitted using the Services are subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Eastern Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will be made available based on our Funds Availability Policy Disclosure. Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Credit Union, in its sole discretion, deems relevant.



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- ix. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from Credit Union that we have received an image that you have transmitted, You agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, You agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Credit Union upon request.
- x. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$5,000.00 per business day, \$5,000.00 per week with a maximum monthly limit of \$10,000.00. We reserve the right to change these limits at any time without prior notice to you.
- xi. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Credit Union's sole discretion subject to the Member Services Agreement governing your account.
- xii. **Errors.** You agree to notify Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Credit Union account statement is sent. Unless you notify Credit Union within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Credit Union for such alleged error.
- xiii. **Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.



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- xiv. **Image Quality.** The image of an item transmitted to Credit Union using the Services must be legible, as determined in the sole discretion of Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Credit Union, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
- You will only transmit eligible items.
 - You will not transmit duplicate items.
 - You will not re-deposit or re-present the original item.
 - All information you provide to Credit 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 items.
 - You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware.
 - You agree to indemnify and hold harmless Credit Union from any loss for breach of this warranty provision.
- xv. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
- xvi. **Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Member Services Agreement or any other agreement with us.



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- xvii. **Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

- xviii. **Ownership & License.** You agree that Credit Union retains all ownership and proprietary rights in the Services, associated content, technology and website(s). Your use of the Services 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 Services. Without limiting the restriction of the foregoing, you may not use the Services: (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Credit Union's business interest, or (iii) to Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal 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 Services.

VI. **Your Responsibilities.**

You represent and agree to the following by enrolling for Mobile Services or by using the Service:

- a. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Account(s) and other financial information which may be accessed via Mobile Services. You represent and agree that all information you provide to us in connection with Mobile Services and any associated features and services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Services. You agree not to misrepresent your identity. You represent that you are an authorized user of the Device you will use to access Mobile Services.



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- b. **User Security.** You agree to take precautions to ensure the safety, security and integrity of your account and transaction while using Mobile Services. You agree not to leave your Device unattended while logged in and to immediately log off at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login or other means to access Mobile Services, you are fully and wholly responsible for any transactions they may authorize and we will not be liable to you for any damages.

VII. Disclaimer of warranties.

You agree your use of the services 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 services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and no infringement. We make no warranty that the services (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 services or technology will be corrected.

VIII. 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, good will, use, data or other losses resulting from the use or the inability to use the services 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 services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Dade County Federal Credit Union has been informed of the possibility thereof.