

iTHINK Financial Credit Union  
**EDEPOSIT USER AGREEMENT**

**TERMS AND CONDITIONS**

iTHINK Financial Credit Union, (hereinafter referred to as “the Credit Union” or “we”) and the Member(s) who click “I Agree” below (“Member” or “you”) hereby agree to the following:

**1. Eligibility and Statement of Application**

Member hereby applies for eDeposits (hereafter referred to as “the Service”). Use of the Service constitutes acceptance of these Terms and Conditions. In order to remain eligible for the Service, Member must adhere to the requirements of the Terms and Conditions. From time to time, the Credit Union may announce additional features and/or system changes as they become available through the Service.

As used in this Agreement, the term:

- a. “Business Day” means any day which the Credit Union is open to conduct substantially all of its services, but does not include Saturday, Sunday or Federal holidays. “Calendar Day” means all days in a month, including weekends and holidays.
- b. “Cancellation” means that you may cancel your subscription to the eDeposit service at any time using the eDeposit features, but you will remain financially liable for all transactions.
- c. “Cut Off Time” means that the check(s) that you have submitted through the eDeposit on regularly scheduled business days Monday through Friday by 2:30 PM ET will be processed by the Credit Union the same business day. eDeposits made on regularly scheduled business days after 2:30 PM ET, or on Saturdays, Sundays or Federal holidays, will be processed by the Credit Union on the next business day.
- d. “Electronic Check Image” means a legible, true and accurate reproduction of the front and back of the check that you have scanned and transmitted to the Credit Union unaltered as part of your eDeposit remote capture deposit transaction. Your checks are analyzed for meeting specific regulatory requirements, which may not be recognizable in your scanned image. For a successful transaction, you must confirm that the following things are present: Current or recent date; written dollar amount; payable to name; signature of payer; Magnetic Ink Character Recognition (MICR) information to include the routing number, account number, and check number; and your signatory endorsement. The quality of the image plays an essential part in whether or not your Electronic Check Image will be accepted.
- e. “Infraction” means inappropriate usage of the Service that results in an account adjustment (e.g., correction, reversal) and/or delays the Credit Union’s ability to process the deposit. Members who incur three (3) infractions will be restricted from further use of the Service.
- f. “Maximum Advance Amount” means the amount of funds for which the Credit Union will provide immediate provisional credit (Advance) from all Outstanding eDeposits, which will be available for your immediate use until deposits are processed at the Credit Union.
- g. “Notifications” means that when possible, the Credit Union will contact you via email about information on the eDeposit service. At its discretion, the Credit Union may also contact you via mail or telephone. Your failure to maintain an accurate email address, may result in the immediate termination of your eDeposit service without prior notice to you.
- h. “Retention Period” means that you agree to securely retain the originals of the checks that you have scanned and transmitted to the Credit Union as electronic check images via eDeposit for a period of no less than ninety (90) days. After each item has been processed through the Service, you will mark the original check as “Transmitted,” to ensure that the item is not duplicated or negotiated in any manner. After the retention period has expired, you agree to destroy the original checks using commercially reasonable security methods.
- i. “Security Interest” means that all present and future deposits into your accounts will secure any and all obligations that you and any joint owners owe the Credit Union, including all fees, charges and

reasonable attorney fees, as well as all loan and credit card debt that you and any coborrowers may have with the Credit Union. Monies owed prior to death will continue to encumber your shares, deposits and collateral, in case of default after death, superseding the rights of any joint owners or beneficiaries. The Credit Union may report information about your account to credit bureaus and financial record reporting agencies, regarding negative balances, insufficient transactions, or other defaults and activities on your account that may be reflected in your credit report and financial records.

## **2. Access**

Access to the Service will be by means of your Mobile Banking credentials. Credit Union's Electronic Fund Transfer (EFT) Disclosure governs use of Online Banking, and is incorporated herein by this reference as if set forth in full. In the event any provision in the EFT Disclosure conflicts with any provision in this Agreement, the parties agree that this Agreement shall control. For details on the Credit Union's "Electronic Fund Transfer (EFT) Disclosure," please refer to the Credit Union's Membership Disclosure.

## **3. System Requirements**

In order to successfully use the eDeposit service, you must have and use the following mobile devices:

iPhone: 7.06 and higher

Android: 4.0 – 4.0.2 Ice Cream Sandwich and higher

You are solely responsible for the installation, maintenance and security of all programs and devices, as well as any and all costs and expenses associated with these products and services.

## **4. About eDeposits**

The Service allows you to log into Mobile Banking and post certain check deposits for immediate provisional credit (Advance) using the "eDeposits" tab. The Maximum Advance Amount at any one time is \$5,000.00 for personal accounts. The Credit Union reserves the right to remove or decrease this amount at any time without prior notice to you. Generally, the Credit Union will give same day availability on the funds you deposit up to the Maximum Advance Amount specified above, however, we may hold any funds deposited in your account up to the Outstanding eDeposit Amount in accordance with the Credit Union's Funds Availability Policy once the deposit is processed at the Credit Union. For more information, refer to the "Your Ability To Withdraw Funds" section of the Credit Union's Membership Disclosure.

To use this Service, you must adhere to the following:

- a. Have a Credit Union Membership account in good standing (good standing to be determined by the Credit Union in its sole and absolute discretion).
- b. Be at least 18 years old, and have a qualifying Membership, and a savings, checking or money market personal account.
- c. Be registered to use Online Banking and Mobile Banking.
- d. Maintain a valid email address, and immediately notify the Credit Union of any changes to account ownership, email, residential or mailing addresses, and telephone numbers.
- e. Properly endorse all checks. All parties must endorse all checks, and be primary Members or joint owners of the account(s). Third party checks will not be accepted.
- f. Write your Member Number, Account Number and "For Remote Deposit Only" under your endorsing signature on the back of each check.
- g. Ensure that all check information (check number, date, amount, etc.) matches the information on the check and the eDeposit Receipt exactly.

h. Comply with these Terms and Conditions and all other requirements of the Credit Union, including any addendums or revisions that the Credit Union may deem necessary from time to time.

A fee will be assessed for adjustments made to your account in connection with the Service, and there may be other fees applicable to your use of the Service. Refer to the Credit Union's Membership Fee Schedule for details.

## **5. Unacceptable Use**

The following information is disclosed to define some but not all instances of unacceptable use. Your failure to abide by this agreement may result, at the Credit Union's discretion, in the immediate revocation or restriction of the Service without notice to you.

DO NOT:

- a. Use the Service to deposit cash, bonds, or other prohibited items.
- b. Use the Service to deposit altered, incomplete or restricted endorsement checks.
- c. Use the Service to deposit checks that you anticipate receiving in the future. Each transaction must contain a corresponding original check at the time the item is entered into the eDeposit system.
- d. Use the Service for "Kiting," "Floating," or any other acts of fraud or illegal activities. These actions will be considered "Account Abuse," and will result in the immediate termination of the Service, and possible criminal prosecution.
- e. Use the Service for deposits to business, certificate, health savings, or individual retirement accounts.
- f. Use the Service for deposits to credit card, loan or mortgage accounts. Checks must be deposited to savings, checking or money market accounts. Available funds may then be transferred to make your loan payments using the Online Banking "Funds Transfers" option.
- g. Use the Service to deposit checks drawn off from your own Credit Union account. Use the Online Banking "Transfers" option instead.
- h. Create or transmit duplicate checks or check images, or negotiate the original of any deposited item.

Failure to comply with these Terms and Conditions may result in a fee being assessed to your account, and you no longer being eligible to use the Service. Please refer to the "Fee Schedule" section below, and a Membership Fee Schedule for details on the costs associated with the Service.

## **6. Liability for Unauthorized Transactions**

Notify us at once if you believe your account has been compromised. Telephoning us is the best way of limiting your potential losses. However, telephoning may not preserve your rights; we may require your dispute or inquiry in writing with supporting documentation. You could lose all the money in your account(s), including the funds available from overdraft sources. If you tell us within two (2) Business Days after you learn of the loss or theft, you may be liable for up to \$50.00 if someone used your credentials without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your credentials, and we determine we could have prevented the unauthorized use, you could lose as much as \$500.00.

Also, if your statement shows deposits that you did not make, notify us at once. If you do not notify us within sixty (60) days after the statement was mailed to you or made available through Online Banking, you may not get back any money you lost after the sixty (60) days, if we can determine that we could have prevented someone from taking the money if you had notified us in time. If a good reason (such as a long trip or hospital stay) prevented you from notifying us, we may extend the time periods.

If you believe account has been compromised or your credentials have been lost or stolen, immediately change your password through Online Banking by clicking on the Settings, update your Account Profile, and then notify the Credit Union for further assistance.

## **7. Our Liability**

The Credit Union will use commercially reasonable efforts to properly post your deposits to the account indicated when you use the Service appropriately and comply with these Terms and Conditions.

However, the Credit Union shall incur no liability if it is unable to complete a deposit instruction initiated by you through the Service because of any one or more of the following circumstances:

- a. Member error.
- b. Member's failure to comply with these Terms and Conditions.
- c. If the Service equipment or software was not working properly and you knew about the malfunction when you started the transaction.
- d. You have not provided complete or correct information.
- e. Circumstances beyond our control (e.g., fire, flood or interference from outside sources) prevent processing of the deposit despite reasonable precautions on our part.

WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF THE SERVICE. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY.

## **8. Indemnity**

You agree to indemnify, defend, and hold the Credit Union harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Service, any negligent or intentional action or inaction, and/or any breach of this Agreement. The parties agree that this paragraph shall survive the termination of this Agreement.

## **9. Disputes**

In the event of a dispute regarding the Service, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that any dispute that arises under this Agreement must be filed and litigated in Palm Beach County, Florida.

## **10. No Waiver**

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by a Credit Union officer. No delay or omission on the part of the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **11. Amendment and Termination**

The Credit Union may amend these Terms and Conditions at any time or terminate the Service to any Member or all Members at any time for any reason, with or without notice. Amendment of these Terms and Conditions or termination of the Service shall not affect the Member's liability or obligation hereunder. Continued use of the Service will constitute acceptance of any new or amended Terms and Conditions.