

TROPICAL FINANCIAL CREDIT UNION  
MOBILE DEPOSIT SERVICE AGREEMENT

**Definitions.** This Mobile Deposit Service Agreement ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Mobile Deposit service ("Service") offered to you by Tropical Financial Credit Union ("Credit Union"). The words "Credit Union" "we," "us," and "our" mean Tropical Financial Credit Union (TFCU). The word "account" means any one or more savings, or checking accounts you have with the Credit Union. The word "Member" or "you" means member, joint member, joint owner, or authorized signer. The word "Mobile Deposit" means the remote deposit capture service offered by the Credit Union. The word "Entry" means a transaction conducted through the Mobile Deposit service.

**Acceptance of these Terms.** Your use of the Mobile Deposit service 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 by providing a link to the revised Agreement. Your continued use of the Mobile Deposit service will indicate your acceptance of any such changes to the service.

**Mobile Deposit Capture Process.** You will use a TFCU Mobile Banking application (App) and a "mobile device" such as a smartphone, or other mobile device approved by us, to create electronic images of the front and back of checks and transmit those images to the Credit Union for review and processing according to this Agreement. The Credit Union's processing agent shall perform an image quality assessment of scanned checks or items and shall convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which items (e.g., substitute check, image exchange, ACH) are cleared or presented for payment shall be determined by the Credit Union, at its sole discretion. The Credit Union reserves the right to select the clearing agents through which Credit Union clears items. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which Credit Union is a party.

**Limits.**

We reserve the right to impose different limits on the amount(s) and/or number of deposits that you transmit using Mobile Deposit and to modify such limits from time to time. The current daily deposit limit is \$10,000 with a monthly deposit limit of \$ 25,000 for consumer and business accounts. A depository account in good standing is required to be eligible for Mobile Deposit.

**Eligible items.** Only checks made payable to the owner(s) of your account and drawn on a financial institution in the United States are eligible for deposit with Mobile Deposit. You may use Mobile Deposits for depositing checks to a personal or business checking, savings or money market account.

You agree that you will not use Mobile Deposit to deposit any of the following unacceptable checks or items:

- Checks or items not payable in United States currency.
- Checks or items dated not more than 6 months prior to the date of deposit.
- Checks or items payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks or items payable to you and another party who is not a joint owner on the account.

- Checks or items that contain evidence of alteration, or that 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 or items previously submitted to us or another financial institution as an electronic item and converted to a substitute check (duplicate items)

**Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**Endorsements.**

Endorsements must be made on the back of the draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your account number and “FOR MOBILE DEPOSIT ONLY.” Any loss we incur from a delay or processing error resulting from a missing or irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

**Member's Duty to Report Errors.** You agree to notify the Credit Union of any suspected errors regarding items deposited through the Mobile Deposit service right away, and in no event later than 60 days after the applicable TFCU account statement is sent. Unless you notify the Credit Union within 60 days, such statement regarding all deposits made through the Mobile Deposit service shall be deemed correct, and you are prohibited from bringing a claim against TFCU for such alleged error.

**Receipt of Deposit.**

All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Membership and Account Agreement with us and will be subject to the terms of the Membership and Account Agreement.

When we receive an image, you will receive an email through the Mobile Deposit service that the deposit has been RECEIVED. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. 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. You will also receive an email when the deposit is ACCEPTED. The status and image of your deposit can be viewed inside the Check Deposit icon on your mobile device inside the HISTORY tab for 180 days of deposit.

We reserve the right, at our sole and absolute discretion, to reject any image for remote mobile deposit into your account (an “Exception Item”). We will notify you of rejected images via email. “Exception Item” includes, but is not limited to, an electronic item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an electronic item or (c) is an unacceptable type of check item as referenced in this Agreement. You acknowledge and agree that even if the Credit Union does not initially identify an electronic image as an Exception Item, the substitute check created by the

Credit Union may be returned to the Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. We further reserve the right to charge back to your account at any time for 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 that you may incur because of our chargeback of an ineligible item.

You agree and understand that it is your full responsibility to keep the Credit Union informed of your most current e-mail address and mailing address to ensure notification of an Exception Item.

**Original checks.** After you receive confirmation that we have received an image, you must securely store the original paper check for a minimum of ninety (90) calendar days after transmission to us, and to make the original check accessible to us at our request. This provides sufficient time for research in case there is an issue with the image quality or if the original item is required for any other reason. If not provided in a timely manner, such amount will be reversed from your account. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. After destruction of an original check, the image will be the sole evidence of the original check.

**Returned Deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through our Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or by a clearing agent/collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of such item. We will provide you with an image of the original check, a paper reproduction, or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and to handle the original items in accordance with applicable laws, rules and regulations.

**Funds Availability.**

Generally, if a mobile deposit is successfully completed on a business day that we are open, we may consider that day to be the day of your deposit. If you make a deposit on a day we are not open, we may consider that the deposit was made on the next business day we are open. Funds will be made available for withdrawal as described in our [Funds Availability Disclosure](#).

**Business Days.** Our business days are Monday through Friday, except federal holidays.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction.

You are liable for all transactions made or authorized with the use of your User name, Password or Authentication Method. You agree to take appropriate steps to ensure that all User names, Passwords, Authentication Methods and any other applicable security procedure issued to your employees, agents, representatives, or officers are protected and kept confidential.

You agree to indemnify and release the Credit Union from any and all liability, and agree not to make any claim against the Credit Union or bring any action against the Credit Union, relating to its honoring or allowing any actions or transactions that were conducted under your User name, Password, Authentication Method or acting upon messages or authorizations provided to us using your User name, Password or Authentication Method.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere with the technology or Service. We and our technology partners, retain all rights, title and interests in and to the Services, Software and Development made available to you.

**Accountholder's Indemnification Obligation.** You agree to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

**Your Warranties to Tropical Financial Credit Union.** You agree that your use of any remote mobile deposit 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 any remote mobile deposit service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that any remote mobile deposit will meet your requirements or will be uninterrupted, timely, secure, or error-free. We make no warranty that the results that may be obtained will be accurate or reliable or that any errors in any remote mobile banking service or technology will be corrected.

Limitation of liability. You agree that we will not be liable for any indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other losses 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 any remote mobile banking service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law.

**Termination.** Either party may terminate this Agreement and the Mobile Deposit service without prior notice. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the service, and (ii) you shall promptly remit all unpaid monies due under this Agreement. You may terminate Mobile Deposit by contacting the Credit Union at any time by calling us at: (888) 261-8328, writing us at: Tropical Financial Credit Union, PO Box 829517, Pembroke Pines, FL. 33082-9917, Upon Member request, the Credit Union will terminate service within 10 business days of

notification. The Credit Union reserves the right to terminate this Agreement or limit your use of Mobile Deposit at any time and for any reason at our discretion reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of Mobile Deposit without prior notice include, but are not limited to:

- If you breach this or any other agreement we may have with you;
- If we have reason to believe that there has been or may be an unauthorized use of your User name, Password and Authentication Method or account(s);
- If there is conflicting claims as to the funds in any of your account(s);
- If you request us to do so;
- If you have insufficient funds in any one of your Credit Union accounts.

Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to Mobile Deposit and does not terminate your other relationships with us.

Any termination will not affect obligations arising prior to termination, such as the obligation to process any checks and electronic items (including returned electronic items) that were in the process of being transmitted or collected prior to the termination date.

In addition, you will keep your account(s) at the Credit Union open until final payment with respect to all processing fees, and will maintain funds in such account(s) in amounts and for a period of time determined by the Credit Union in its reasonable discretion to cover any outstanding checks and your obligations for returns of checks, warranty claims, fees and other obligations.

If any such liabilities exceed the amount in the applicable account, the Credit Union may charge such excess against any of your other accounts at the Credit Union, and you will pay immediately upon demand to the Credit Union any amount remaining unpaid. You will also continue to retain checks and forward checks to the Credit Union.

The Credit Union may immediately suspend or terminate your access to the service if the Credit Union reasonably determines such action is necessary in order to protect the service or the Credit Union from harm or compromise of integrity, security, reputation, or operation.

**Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Florida as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Florida law, to payment by the other party of the prevailing party's reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.