



FIRST SOUTH
FINANCIAL FCU

Banking With Friends

6445 Stage Road Bartlett, TN 38134 • (901) 380-7400

Mobile Deposit User Agreement

This Mobile Deposit User Agreement contains terms and conditions for the use of First South Financial FCU's Mobile Deposit Services. Use of this service constitutes acceptance of this agreement and disclosures. Other agreements you may have entered into with First South Financial FCU, including your Membership Agreement, are incorporated by reference and made part of this agreement. Eligible accounts must be opened for 30 days and be in good standing.

Definitions

"Account(s)" means your eligible First South Financial FCU checking or saving shares that can be accessed through the Mobile Banking Service

"Device" means a cellular telephone or similar wireless communications device onto which you have downloaded the appropriate software provided by First South Financial FCU for the purpose of permitting Mobile Banking. The 'Device' must be capable of conducting banking transactions via our Mobile Banking site through text (SMS) messaging, Wireless Application Protocol (WAP), or other products that we select or approve. Please consult with your wireless provider concerning fees that maybe assessed for data or text messaging services.

"Mobile Banking" means the banking services accessible from the wireless device you have registered with First South Financial FCU for Mobile Banking

"You" and "Your(s)" mean each person with authorized access to your Account(s) "We",

"Us", "Our" and "Credit Union" means First South Financial FCU

1. Services. The mobile deposit service allows you to make deposits to your checking or savings accounts from anywhere by capturing an image of a qualifying check and delivering the image to First South Financial FCU via your mobile device.

2. 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 and you will be notified of any material change via an app update or on our website. You will be prompted to accept or decline any changes to this Agreement upon the next use of the service after First South Financial FCU has made the change. Your acceptance of the revised Terms and Conditions will indicate your consent to be bound by the revised Agreement. Further, First South Financial FCU 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 change to the Service. Mobile Deposit Service can be terminated at any time without notification.

- 3. Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Mobile Banking and Mobile Deposit Service. You agree not to leave your Mobile Device unattended while logged into Mobile Banking. You agree not to provide any of your access information to any person(s) not on your account that is being accessed via Mobile Banking. If you permit other persons to use your Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages or losses resulting to you. If your device is lost or stolen please contact us immediately to terminate your service.
- 4. Unavailability of Services.** You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event that services are unavailable, you acknowledge that you can deposit the original check at one of our branch locations or at one of our ATM locations that accepts deposits or by mail.
- 5. Eligibility Requirements for Service.** Eligibility for Mobile Deposit Services are based on the following criteria: A minimum of one person(s) on the account must be at least 18 years of age or older; Account must be opened for a minimum of 30 days; Account must be and remain in good standing (no delinquent loans or negative shares beyond ODP coverage); Must have a valid e-mail address.
- 6. Exceptions to Eligibility Requirements.** If an account/loan is negative/delinquent, an exception may be made to allow Mobile Deposits for the purpose of paying off the negative/delinquent balances. All exceptions are subject to Senior Management Approval.
- 7. Fees.** Each item processed via the Mobile Deposit feature may have fees charged for the service. You are responsible for paying any fee(s) for using the service. Any fee that is imposed will be deducted from the account utilizing the service each time the time the

service is utilized. First South Financial FCU may change the fees for use of the service at any time. You authorize the Credit Union to deduct any such fees from any First South Financial FCU account in your name.

- 8. Eligible Items.** You agree to deposit only 'checks' as the term is defined in Federal Reserve Regulation CC ("Reg. CC"). The image of your check that you transmit to First South Financial FCU is converted to an Image Replacement Document for presentment and collection of the item transmitted. It shall be deemed an 'item' within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree to NOT transmit any of the following types of checks or other items which shall be considered ineligible items for the Mobile Deposit Service:

- Checks drawn on a foreign bank
- Money Orders
- Travelers' checks
- Checks payable to an individual not on the account accessing the Mobile Deposit Service
- An item drawn on your account at First South Financial FCU
- An item that contains evidence of alteration
- A check previously deposited or converted to a 'substitute check', as defined in Regulation CC
- A stale dated, expired, or post-dated item
- Any item that has been re-deposited or returned, such as 'non-sufficient funds', or 'return to maker', or any other reason
- Cash
- Savings Bonds

- 9. Availability of Funds Deposited via Mobile Deposit.** Deposits made through Mobile Banking utilizing the Mobile Deposit feature may have the following holds applied to all items:

- Based on the account history, holds may be extended up to 10 days
- Exceptions to the hold policy are subject to Senior Management approval

- 10. Endorsement, Retention and Disposal of Transmitted Items.** You agree to endorse all items transmitted via Mobile Deposit with your signed endorsement. You must also include your account number and 'FSFCU Mobile Deposit, First South Mobile Deposit, or 1st South Mobile Deposit' to be clearly written on the back of each item.

- 11. Receipt of Items.** We reserve the right to reject any item transmitted to us through the Mobile Deposit Service, at our discretion, without liability to you. We are not responsible for items that we do not receive or for images that are dropped during transmission. Confirmation from the Credit Union that the item was received does not mean that the item has been received error free. We reserve the right to charge back to account at any time, any item that we subsequently deem as not an eligible item. You agree that First South Financial FCU is not liable for any loss, costs or fees you may incur as a result of our charge back of an ineligible item.
- 12. Errors in Transmission.** You agree to notify First South Financial FCU of any suspected errors regarding an item deposited via our Mobile Deposit Service immediately following the discovery of the error. Unless you notify the Credit Union within 30 days of the date of deposit of the item containing errors, all services shall be deemed correct and you are prohibited from bringing a claim against First South Financial FCU for the alleged error.
- 13. 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 make an exception and permit you to make a deposit in excess of these limits, such exceptions are still subject to the terms of this Agreement. The Credit Union is not obligated to make exceptions to the standard limits. All exceptions are one-time exceptions and on a case by case basis. The current single item check limit is \$5,000 and the maximum Daily limit is \$10,000. There is a limit of 10 for the number of items that can be processed.
- 14. Image Quality.** The image quality of an item transmitted to First South Financial FCU using the Mobile Deposit Service must be legible, as determined in sole discretion of the Credit Union. The image quality must comply with the requirements established by the Credit Union, American National Standards Institute, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association.
- 15. Disposal of Transmitted Items.** Upon your receipt of confirmation from First South Financial FCU that we have received an image from deposit, you agree to retain the paper check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check, mark it as VOID, or otherwise render it incapable of further

transmission, deposit, or presentment. During the 30-day period that the item is retained, you agree to provide it to the Credit Union upon request.

16. User Warranties and Indemnification. You warrant to First South Financial FCU that:

- 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 First South Financial FCU is accurate and true
- You will comply with this Agreement and all applicable rules, laws and regulations as they apply to this Service
- You are not aware of any factor which may impair the collectability of an item
- 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 First South Financial FCU from any loss, due in whole or in part, to the breach of this warranty provision