



## Mobile Deposit Terms & Conditions

Mobile Deposit/Remote Deposit Capture (RDC) is a tool that is designed to make it easy and convenient to deposit Drafts/Checks anywhere, anytime from your camera enabled (Android/IOS) Smartphone into your account. To get started, download Best Reward Credit Union's (BRCU) Mobile Banking App today from the Apple App Store or the Google Play App Store.

### How to Enroll for Mobile Deposit

1. Be sure you have had a Best Reward account open and in good standing for at least 90 days.\*
2. Enroll for Best Reward Online – if not already enrolled.
3. Enroll for e-Statements – if not already enrolled.
4. Download Best Reward's Mobile Banking App in the Apple App Store or Google Play App Store
5. Visit us Online or in the Branch to Complete the Mobile Deposit Application
6. Once approved, you will see "Deposit" as an option within Best Reward's Mobile Banking App
7. Begin Using Mobile Deposit

\*Availability of this service to any member is subject to review by Best Reward Credit Union at anytime.

### Rules and Deposit Timing

- Limit of One Draft/Check per Deposit
- Maximum Dollar Amount per Item: \$3,000
- Maximum Dollar Amount per Deposit: \$3,000
- Maximum Dollar Amount per Day: \$3,000
- Deposits received via the Service are processed on our mobile deposit business days, which are Monday through Friday, excluding holidays, until 2:00 PM EST. If approved, Drafts/Checks will usually be deposited into your Account by 8:00 PM EST. Deposit items that we receive after 2:00 PM EST or on non-business days will be processed on the next business day that we are open.
- The first \$100 of your deposit will be made available to you on the first (1st) business day following the day we post your deposit into your Account. The remainder of your deposit should be available the third (3rd) business day after the business day on which we receive the deposit; unless we deem necessary that a longer hold should apply.
- Eligible Items: You agree to scan and deposit only "Drafts/Checks" as that term is defined in Federal Reserve Regulation CC (Reg. CC). When the image of the draft/check transmitted to BRCU is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meanings of Articles 3 and 4 of the Uniform Commercial Code.

### Items That Cannot Be Deposited:

Most Drafts/Checks are eligible. However, the following types of Drafts/Checks **ARE NOT ELIGIBLE**:

- Drafts/Checks payable to any person other than you. Be sure that the name of the Payee is on the account.
- Drafts/Checks payable to you jointly with one or more persons, unless deposited into an account in the name of all payees.
- Drafts/Checks that have been previously negotiated (including those that may have been returned), remotely created, Sight Drafts, or more than 6 months old (Stale Dated).
- Drafts/Checks drawn on a financial institution located outside the United States, not in United States currency, or issued by the U.S. Treasury Department.
- The following **ARE NOT** eligible and should be reviewed and verified prior to Mobile Deposit:
  - Insurance Claim Drafts/Checks
  - No Foreign Drafts/Checks
  - No Savings Bonds
  - No Third Party Drafts/Checks
  - No Returned or Re-Deposited Drafts/Checks
  - No Rebate Drafts/Checks
  - No Cashier Drafts/Checks
  - No Traveler's Drafts/Checks
  - No Post Dated Drafts/Checks
  - No Drafts/Checks Drawn on Best Reward Credit Union
  - No Money Orders (Postal or Money Gram)
  - No Credit Card Cash Advance Drafts/Checks



## Mobile Deposit Terms & Conditions (Continued)

**Services:** The Mobile Deposit Services (Services) are designed to allow you to make deposits to your Share Draft Checking, Share Savings, Clubs, or Money Market savings accounts from home or other remote locations by scanning Drafts/Checks and delivering the images and associated deposit information to Best Reward Credit Union (BRCU).

**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 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 BRCU 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, BRCU 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.

**Limitations of Service:** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message 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, at any time without prior notice.*

**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 BRCU 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 items that we subsequently determine are not an eligible item. You agree that BRCU is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Errors:** You agree to notify BRCU of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 calendar days after the applicable BRCU account statement is sent. Unless you notify BRCU within 60 calendar days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against BRCU for such alleged error.

**Errors in Transmission:** By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. BRCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**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 limited 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 purpose, or you use the Services in a manner inconsistent with the terms of your BRCU Membership Agreement, or any other agreement with us. You agree that BRCU retains all ownership and proprietary rights in the Services, associated content, technology, and website. 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 BRCU's business interest, or (iii) to BRCU's actual or potential economic disadvantage in any aspect. You may use the Service solely 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.

**DISCLAIMER OR 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 NON-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 THIS SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.*

**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, GOODWILL, 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 OF USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OR ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF Best Reward CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.*