

UNCLE Credit Union eDeposit Service Terms and Conditions

Use of UNCLE Credit Unions eDeposit Remote Deposit Capture Service is subject to the following terms and conditions, you agree that by using this service you acknowledge and agree to these terms:

1. The eDeposit service allows you to make check deposits to your UNCLE CU savings (share) and/or checking (share draft) accounts from remote locations scanning both sides of checks and delivering the check images and associated deposit information to UNCLE CU.
2. UNCLE CU is not responsible for any technical difficulties you experience attempting to use eDeposit.
3. To use UNCLE CU's eDeposit service, you must have a supported mobile device and have downloaded the UNCLE CU Mobile Banking application.
4. Once a deposit is successfully transmitted thru eDeposit, you will be notified of the deposit status by an "In Application" message. Some deposits may require additional review and once accepted will be confirmed by email to the email on record at the time the deposit was accepted.
5. You agree that once you have received confirmation that we have successfully processed your eDeposit, you will clearly mark "void" or shred or otherwise properly destroy the original of the item 30 days after the deposit is accepted to avoid it being deposited again. You are responsible for the secure storage of any checks deposited using eDeposit prior to their destruction. You agree to defend, indemnify and hold UNCLE CU from any claims, damages, losses, liability or expenses to which we may become subject as a result of an item you deposited via eDeposit being presented for duplicate payment.
6. Only the following items are eligible for eDeposit: checks drawn on U.S. financial institutions in U.S. dollars, or checks drawn on United States Treasury, or checks drawn on any state or local government of the United States. Checks must be payable to you and endorsed by you to the account to which the deposit is being made. You agree not to attempt to use eDeposit to deposit checks with any of the following characteristics:
 - The check is not post-dated
 - The check has been previously deposited
 - The check is not payable to you
 - There is any apparent alteration to the front of the check
 - You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
 - The check is payable in a currency other than U.S. dollars
 - The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act
 - The check has been remotely created
 - The date of issuance of the check is more than 6 months prior to the attempted deposit date
 - You have any reason to believe that the check will not be paid by the institution on which it is drawn
7. The check image transmitted via eDeposit must be legible and compliant with requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association.
8. In addition you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.
9. We may terminate or change the terms of eDeposit service at any time, including but not limited to the categories of checks we will accept for deposit via eDeposit or endorsement requirements, with or without notice to you.
10. We may, at our sole discretion, refuse to accept any item presented for deposit via eDeposit. We will notify you via email if we do this. We will have no liability to you for declining to accept items presented for deposit via eDeposit.

11. Funds from any check deposited via eDeposit will be available to you after final collection from the institution on which it is drawn. We may make funds available sooner depending on factors we at our sole discretion deem relevant, including but not limited to your account history with UNCLE CU and your creditworthiness. As a courtesy we may make the first \$200 available on the day of deposit and may make other funds available before final collection from the paying institution. Our making funds available for withdrawal is not a guarantee that a remotely deposited check will be paid. If a remotely deposited check is lawfully returned, the amount of the check plus a returned deposit item fee, pursuant to our fee disclosure as may be amended from time to time, of will be deducted from your account. If the deduction results in a negative balance, you are responsible for restoring the negative balance upon our request. If you do not, you will pay our reasonable costs of collection, including attorneys' fees and court costs
12. You agree to notify us of any errors with respect any eDeposit deposits within 30 days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. We will not, however, be responsible for errors asserted more than 30 days after we send you the periodic statement on which they appear.
13. You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.
14. You agree not to copy, reproduce, distribute or create derivative works from the content of the eDeposit service or to reverse engineer or reverse compile any technology used to provide the eDeposit service. UNCLE CU retains all ownership and proprietary rights in the Services, associated content, technology and web sites.
15. Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
16. I will not deposit or otherwise indorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
17. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
18. You agree not to copy, reproduce, distribute or create derivative works from the content of the eDeposit service or to reverse engineer or reverse compile any technology used to provide the eDeposit service. UNCLE CU retains all ownership and proprietary rights in the Services, associated content, technology and web sites.
19. **DISCLAIMER OF WARRANTIES. YOU AGREE THAT 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 IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.**
20. **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 LOST PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES, INABILITY TO USE THE SERVICES, OR TERMINATION OF THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF UNCLE CU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.**

21. You agree and warrant to UNCLE CU that (a) you will use eDeposit only to transmit eligible checks; (b) check images will meet quality standards; (c) you will not use eDeposit to transmit duplicate items; (d) you will not deposit or re-present the original item once it has been submitted for deposit via eDeposit; (e) all information you provide to UNCLE CU is accurate and correct; and (f) you will comply with this Agreement, all agreements you have with UNCLE CU, and all applicable rules, laws and regulations. You agree, at your sole expense, to defend, indemnify and hold UNCLE CU harmless from any claims, damages, losses, liability or expenses to which we become subject as a result of your use of eDeposit services.
22. We can change the terms of this Agreement by notice to you. This Agreement is made in California and California law and applicable federal law will govern its interpretation. If you become indebted to UNCLE CU by your use of eDeposit, you agree that we can recover costs we incur in collecting what you owe, including attorney's fees and costs in addition to any other remedies the court finds proper. If a provision of this Agreement is found to be invalid, the remaining provisions will continue in effect.