

## **Remote Deposit Capture/Mobile Check Deposit Disclosure**

### **Accountholder's Warranties:**

1. All checks must be endorsed by you, and you must write "FOR MOBILE CHECK DEPOSIT ONLY TO BUFFALO METRO FCU" for the check to be accepted. Otherwise, the check(s) will be rejected.
2. After submission you will not attempt to deposit the item again anywhere.
3. Always retain the original check(s) you deposit until you see it credited to your account. In the event a check is rejected, you will need the check to deposit at our branch.
4. Always update the Credit Union with your current email address. Members are notified of rejected check(s) via email.
5. Some checks that are made outside the banking standards (i.e. some rebate checks) will not be readable and will need to be deposited at a branch.
6. Deposits can be made to savings or checking; you may use mobile banking to make transfers to your other accounts at Buffalo Metropolitan Federal Credit Union.

### **Use of the Service:**

We reserve the right to reject any item transmitted through Mobile Check Deposit, at our discretion, and we may limit the amount or number of items you can deposit with this service in a day or in a given period of time.

We are not liable for items we do not receive or for images that are not transmitted completely.

If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you may be assessed a fee as disclosed. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn, and you will be responsible for payment and/or related fees.

### **Business Day & Funds Availability Disclosure:**

Even though you will see your check credited to your account immediately, funds are not available until the hold is released. While generally available by the seventh day from the day of your deposit, funds may be delayed for a longer period.

You agree that items transmitted using Mobile Check Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. As such, longer hold periods may apply to these deposited items.

**Rejection of Deposit:**

Buffalo Metropolitan Federal Credit Union is not liable for any late charges levied against accountholder due to our rejection of an item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. Limitations of Liability: Buffalo Metropolitan Federal Credit Union's (BMFCU) liability for errors or omissions with respect to the data transmitted or printed by BMFCU will be limited to correcting the errors or omissions. You agree to your personal responsibility to ensure the security of the personal computer and/or mobile device you own and use to access Mobile Check Deposit, which includes the security of any wireless or internet service or network you may be utilizing. You agree that BMFCU 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, inability to use, or termination of Mobile Check Deposit, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise) even if BMFCU has been informed of the possibility thereof. You agree to indemnify and hold harmless BMFCU from any loss for breach of the warranty provision, such that you warrant to BMFCU that: a) You will only transmit eligible items that are properly endorsed. b) Images will meet the image quality standards. c) You will not transmit duplicate items. d) You will not deposit or represent the original item once it has been scanned and sent through this Service unless specifically requested to do so by BMFCU. e) All information you provide to BMFCU is accurate and true. f) BMFCU will not sustain a loss because you have deposited an image. g) You will comply with the original and any subsequent provisions of the Agreement and all applicable rules, laws and regulations."