



Mobile Deposit Agreement

When you click to indicate your agreement, and any time you access or use the Mobile Deposit Service, you are agreeing to be bound by the following terms and conditions.

Please also refer to your Online Banking Agreement, which applies to all aspects of and applications within Online Banking and is incorporated into this agreement as if fully restated herein.

Mobile Deposit Service Agreement

A. Introduction

Please read this Mobile Deposit Service Agreement (“Agreement”) carefully in its entirety before accessing or using the Mobile Deposit Service. If you do not wish to be bound by these terms and conditions, you may not access or use the Mobile Deposit Service. We invite you to print or save a copy of this Agreement and retain it for your records. You may request a copy of this Agreement be mailed to you by calling (800) 445-4483.

In this Agreement, the words “you” and “your” mean those who request and use the Mobile Deposit Service, any joint owners of accounts accessed under this Agreement or any person authorized by you to use your online banking and services. The words “we,” “us,” “our”, and “SELCO” mean SELCO Community Credit Union. The word “Account” means any one or more accounts you have with SELCO Community Credit Union.

If you use any features or products available on or through the Mobile Deposit Service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments; any separate agreements relating to such features, products or services; and other agreements you have entered into with SELCO, including but not limited to, the Membership and Account Agreement, Online Banking Agreement, the Funds Availability Policy, and your Account Card governing your SELCO account(s), all of which are incorporated by reference and made a part of this Agreement.

B. Definitions

1. **Check** (as defined in Regulation CC)- a negotiable demand draft that is drawn on:
 - or payable through or at an office of a credit union or bank;
 - a Federal Reserve Bank or a Federal Home Loan Bank;
 - the Treasury of the United States;
 - a state or local government that is not payable through or at a credit union or bank;
 - a United States Postal Service money order;
 - a Traveler’s check drawn on or payable through or at a credit union or bank;
 - an original check.
2. **Item** (as defined in Article 4 of the Uniform Commercial Code)- means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.
3. **Remotely Created Check** (as defined in Regulation CC)- A check that is not created by the paying bank and does not bear a signature by the person on whose account the check is drawn, but is authorized by the account owner.
4. **Substitute Check** (as defined in Regulation CC)- is a check reproduction of an original check that:
 - contains an image of the front and back of the original check;
 - bears a MICR line containing all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check’s MICR line before an image of the original check was captured;
 - conforms in paper stock, dimension, and otherwise with ANSI X9.100-140, and
 - is suitable for automated processing in the same manner as the original check.

C. Services

The Mobile Deposit Service is designed to allow you to make deposits to your checking, savings, or money market savings accounts by electronically transmitting a digital image of your paper checks to SELCO or a processor designated by SELCO. You agree we may charge a fee for the Mobile Deposit Service as disclosed in the SELCO Savings Rate & Fee Schedule.

D. Acceptance of These Terms

Your use of the Mobile Deposit Service constitutes your acceptance of this Agreement. You agree to comply with the hardware and software requirements set forth below. SELCO reserves the right to change the terms and charges for the Mobile Deposit Service described in this Agreement and SELCO may amend, modify, add to, or delete from this Agreement from time to time. You will be notified of such changes when required by law, and your continued use of the Mobile Deposit Service will indicate your acceptance of the revised Agreement.

E. Hardware and Software Requirements

In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by SELCO from time to time. SELCO is not responsible for any third party software you may need to use the Mobile Deposit Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

For Mobile Deposit, minimum requirements are a mobile device running iOS or Android operating system equipped with a camera, and SELCO's Online Banking application for your mobile device. SELCO reserves the right to change hardware and software requirements and will notify you of any material change via email or on our website(s) by providing a link to the revised requirements. Your continued use of the Mobile Deposit Service will indicate your acceptance of the change(s).

F. Compliance with Laws

You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Mobile Deposit Service, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party governing the Mobile Deposit Service we provide.

G. Eligible Items for Deposit

You agree to deposit only "checks" as that term is defined in Consumer Financial Protection Bureau Regulation CC ("Regulation CC"). You agree the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in the State of Oregon.

H. Limitations of Service

When using the Mobile Deposit Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages you may incur. The Mobile Deposit Service has 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 Mobile Deposit Service, in whole or in part, or your use of the Mobile Deposit Service, in whole or in part, immediately and at any time without prior notice to you.

- 1. Service Availability.** The Mobile Deposit Service will generally be available 24 hours a day, seven days a week, and may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.
- 2. Unavailability of Service.** In the event the Mobile Deposit Service is unavailable, you acknowledge you can deposit an original check at our branches or through our ATMs or by mailing the original check to SELCO Community Credit Union, PO Box 7487, Springfield, OR 97475. It is your sole responsibility to verify items deposited using the Mobile Deposit Service have been received and accepted for deposit by us. To verify your deposit was accepted you can sign into Online Banking, and verify your deposit was received.

I. Unacceptable Items for Deposit

You understand and agree you will NOT use the Mobile Deposit Service to deposit the following items:

1. Any third party check, i.e., any item made payable to another party and then endorsed to you by such party;
2. Any item drawn on your personal or business account at SELCO;
3. Any item containing evidence of alteration to the information on the check;
4. Any check previously converted to a "substitute check", as defined in Regulation CC;
5. Any foreign item issued to you by a financial institution located outside of the United States or Territories of the United States;
6. A "remotely created check";
7. Any item that is "stale dated", expired, or "postdated";
8. Any item that is "non-negotiable" (whether stamped in print or as a watermark);
9. Any item that has been re-deposited or returned such as "non-sufficient funds" or "refer to maker" or returned for any other reason;
10. Any item that is incomplete;
11. Any item you suspect or know is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn,
12. Cash; or
13. Savings Bonds.

Deposits of this nature may result in the immediate termination of the Mobile Deposit Service and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account.

J. Check Requirements

Any image of a check you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. **Prior to photographing the original check, you will restrictively endorse any item transmitted through the Mobile Deposit Service as “For mobile deposit only, SELCO account # _____” or as otherwise instructed by SELCO.** You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Service as SELCO may establish from time to time. The image of the check transmitted to us using the Mobile Deposit Service must accurately and legibly provide, among other things, the following information: (1) your endorsement; (2) the information identifying the drawer and the paying bank which is preprinted on the check, including complete and accurate MICR information and the signatures; and (3) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association. The Mobile Deposit Service may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee we can accept the image.

K. Receipt of Items

Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image by a confirmation screen upon the conclusion of your transaction. You understand, in the event you receive a notification from us confirming receipt of an image, such notification does not mean the image contains no errors nor that we are responsible for any information you transmit to us. We are not responsible for any image we do not receive. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for Mobile Deposit into your account. **If an item received via Mobile Deposit is deemed unacceptable, you will be notified via secure messaging in Online Banking.** In the event we reject an item for Mobile Deposit, you understand and agree you must deposit the original item. You understand and agree even if we do not initially reject an item you deposit through the Mobile Deposit Service, we may ask you to provide the original item, because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

You further agree that:

1. All images processed for deposit through Mobile Deposit will be treated as “deposits” under your Membership and Account Agreement. Deposits made through Mobile Deposit will typically post to your account within 2 business days. **Your availability of funds may vary at SELCO’s sole discretion according to SELCO’s Funds Availability Policy;**
2. We are not liable for any fees, service, or late charges levied against you due to our rejection of any 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;
3. A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item you transmit to us for Mobile Deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, including any applicable fees. Please refer to the current Rate and Fee Schedule;
4. **You grant SELCO a security interest in your Accounts or other deposits, and in all funds in such Accounts or other deposits, to secure your obligations to SELCO under this Agreement. This security interest will survive termination of this Agreement;** and
5. When using Mobile Deposit, you understand check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event you are unable to promptly complete your deposit, you agree to ensure your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the Mobile Deposit Service.

L. Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits you transmit using the Mobile Deposit Service and to modify such limits from time to time.

M. Retention and Disposal of Transmitted Items

Upon your receipt of a confirmation from SELCO that we have received the image of your item(s), you agree to prominently mark on the front of the item(s) “Electronically Presented” or “RDC and the date” to ensure it is not re-presented for payment or deposit again.

1. **You agree to securely store each original check you deposit using the Mobile Deposit Service for a period of at least forty five (45) days after transmission to us.** After forty five (45) days and no later than sixty (60) days after you transmit the original check, you will cross-cut shred the check or use commercially reasonable methods of destruction approved by SELCO to destroy original checks. After destruction of an original check, the image will be the sole evidence of the original check.
2. You understand and agree you are responsible for any loss caused by your failure to secure the original checks.
3. You agree never to re-present the check for deposit. If an unresolved issue arises prior to required destruction of the check, you will promptly (within 5 business days) provide any retained check, or a sufficient copy of the front and back of check, to SELCO as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.
4. You hereby indemnify SELCO, and hold SELCO harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original items by you.

N. In Case of Errors

Any Mobile Deposits made through the Mobile Deposit Service will be reflected on your monthly periodic statement. You understand and agree you are required to notify us of any suspected error relating to images transmitted using the Mobile Deposit Service no later than sixty (60) days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors you fail to bring to our attention within such time period. You can contact us at 541-686-8000 during regular business hours or 800-445-4483 during or after regular business hours or by emailing us through the Online Banking secure email service.

O. Email Address

You agree to notify us immediately if you change your email address as this is the email address where you will receive notification(s) of receipt of Mobile Deposit items, if necessary. You can change your email address in Online Banking.

P. Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH ON THE WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS; AND, WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MOBILE DEPOSIT SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE MOBILE DEPOSIT SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE MOBILE DEPOSIT SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE MOBILE DEPOSIT SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE MOBILE DEPOSIT SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND MOBILE DEPOSIT SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE.

Q. Limitations of Liability

YOU UNDERSTAND AND AGREE THE MOBILE DEPOSIT SERVICE IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE USE OF THE MOBILE DEPOSIT SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MOBILE DEPOSIT SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE PHONE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

You are solely responsible for the selection, installation, maintenance, and operation of your mobile phone and software. SELCO expressly disclaims any and all liability as it relates to the improper use of your electronic device and the transmission of data. Without limitation, we will not be liable in the following instances:

1. If, through no fault of ours, there is not adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
2. Any errors or failures due to any malfunction of your personal computer, electronic device or software, or unsuitability of your personal computer, electronic device or software, or any virus, or any problems that may be associated with the use of any Internet service.
3. If you used the wrong access code or you have not properly followed any applicable device, internet access, or our user instructions for making transactions.

4. If the circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown, your internet service provider) prevents the transaction, despite reasonable precautions we have taken,
5. Your account is frozen, or if access to your account is blocked because of a delinquent loan or is subject to legal process or other claim.
6. If you believe someone has accessed your accounts without your permission and you fail to notify us immediately and confirm notification in writing.
7. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
8. If we have a reasonable basis for believing that unauthorized use of your access credentials or account has occurred or if you default under this Agreement, the Membership and Account Agreement, a credit agreement or any other agreement with us, or if we or you terminate this agreement.
9. There may be other exceptions stated in this Agreement and in other agreements you have entered into with SELCO. In no event shall we be liable for damages in excess to your actual loss due to our failure to complete a deposit or transfer, and we will not be liable for any incidental or consequential damages.

R. Accountholder's Warranties

You make the following warranties and representations with respect to your use of the Mobile Deposit Service and each image of an original check you transmit to us using the Mobile Deposit Service:

1. Each image of a check transmitted to us 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;
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate;
3. Each check you submit to us for deposit will not be resubmitted in any format to us, to any other person, or other financial institution for payment, and will not cause the same drawer's account to be debited twice;
4. Other than the digital image of an original check you remotely deposit through the Mobile Deposit Service, there are no other duplicate images of the original check;
5. Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check;
6. You have not knowingly failed to communicate any material information to us;
7. You will retain possession of each original check deposited using the Mobile Deposit Service for the required retention period and neither you nor any other party will submit the original check for payment;
8. You will not use the Mobile Deposit Service and/or your accounts for any illegal activity or transactions;
9. Files and images transmitted to us will contain no viruses or any other disabling features which may have an adverse impact on our network, data, or related systems.
10. In addition you agree you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile Deposit Service, (ii) copy or reproduce all or any part of the technology or Mobile Deposit Service; or (iii) interfere, or attempt to interfere, with the technology or Mobile Deposit Service.

S. Indemnification

You agree to indemnify, defend and hold harmless SELCO Community Credit Union, our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising directly or indirectly from: (1) your use of the Mobile Deposit Service; (2) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement; (3) your negligence or intentional conduct; (4) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via SELCO's Online Banking; and/or (5) your infringement, or infringement by any other user of your account(s) at our website, of any intellectual property or other right of any person or entity.

T. Termination of Service

You may, by written request, terminate the Mobile Deposit Service provided for in this Agreement. We may terminate your use of the Mobile Deposit Service at any time. In the event of termination of the Mobile Deposit Service, you will remain liable for all transactions performed on your account.

U. Governing Law

You understand and agree this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Oregon, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Oregon.