

SCHOFIELD FEDERAL CREDIT UNION

MOBILE CHECK DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT

Description of Service

The Mobile Check Deposit Services (the "Service") allow you to make deposits to your checking account through the Schofield Federal Credit Union (SFCU) Mobile Application by using a supported mobile device to capture and transmit images of checks to us for deposit. In order to use the Service, you must be enrolled in our Online Banking service and must meet the eligibility criteria that we establish.

Service Limitations

We reserve the right to establish limits on the amount and frequency of deposits you make through the Service, and if one or more of your deposits exceed those limits, the deposit(s) will not be processed. If we permit you to make a deposit in excess of those limits that deposit will still be subject to the terms of this Agreement. We reserve the right to reject any item transmitted through the Service, at our discretion. We reserve the right to change the requirements to use the Service at any time without notice to ensure the proper security of the Service.

Use of Service

Your use of the Service constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. You further agree to the following provisions for proper use of the Service:

- You must write a restrictive endorsement on the back of each check transmitted for deposit: "For SFCU Mobile Deposit Account # _____".
- After submission you must write 'Mobile Deposited' conspicuously on the front of the check, and not attempt to deposit it again anywhere.
- You must submit items by 3pm Hawaii Standard Time (HST) on a regular business day for the deposit to be considered received on that business day. If we receive the deposit after that time or on a day that is not a business day, the deposit will be considered received on the next business day. However, this does not mean that the transmission was without error and we may still reject any check at our discretion without liability to SFCU.
- You must ensure that the check is legible and in good condition. The image quality of the front and back of any check transmitted through this Service will be determined acceptable based on our sole discretion.
- 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 or related fees.

Eligible and Ineligible Items

You agree to scan and deposit only "checks" as defined in Regulation CC of the Federal Reserve Board. You further agree that you will NOT use the Service to deposit any of the following items that:

- Are payable to someone other than you (e.g. a third-party check);
- Have been altered in any way, are fraudulent or otherwise not authorized;
- Are payable to you jointly with one or more persons;
- Are either a "substitute checks", as defined by Regulation CC, or "image replacement documents" that purports to be a substitute check;
- Are drawn on a financial institution located outside the U.S.;
- Are "remotely created checks", as defined in Regulation CC;
- Are not payable in a United States currency;
- Are dated more than six (6) months prior to the date of deposit or are postdated;
- Are payable on sight or payable through drafts, as defined by Regulation CC;
- Have an endorsement on the back other than as specified in this Agreement;
- Are drawn or issued by the U.S. Treasury Department;
- Have previously been deposited with us or any other financial institution;
- Are cash, money orders, cashier's checks, traveler's check, or postal orders.

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Funds Availability

Funds deposited using the Service will be made available to you in accordance with SFCU's funds availability policy. Notwithstanding the foregoing, you agree that the check images transmitted using the Service and the funds represented by the checks are not subject to the funds availability requirements of Regulation CC.

Suspension or Termination of Service

We reserve the right to change, suspend, or terminate access to the Service immediately and at any time without notice to you.

Limitation of Liability

SFCU's liability for errors or omissions with respect to the data transmitted or printed by SFCU 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 the Service, which includes the security of any wireless or internet service or network you may be utilizing. You agree that SFCU 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 Service, 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 SFCU has been informed of the possibility thereof. You agree to indemnify and hold harmless SFCU from any loss for breach of the warranty provision, such that you warrant to SFCU 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 re-present the original item once it has been scanned and sent through this Service unless specifically requested to do so by SFCU, e) All information you provide to SFCU is accurate and true, f) SFCU 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.