

DIRIGO Federal Credit Union
Mobile Deposit Capture Terms & Conditions

By selecting "Accept" you understand and agree to the terms and conditions presented below.

Use of DIRIGO Federal Credit Union's Mobile Deposit Capture Service is subject to approval by DIRIGO Federal Credit Union ("DFCU," "we," "us"). If you, the account-holder, are approved for mobile deposit capture ("MDC"), you agree that use of MDC is subject to the following terms and conditions in conjunction with the membership agreement.

1. MDC allows you to make check deposits to your DFCU savings (share) and/or checking (share draft) accounts from your camera-enabled mobile device. The mobile device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this agreement or Federal Reserve regulations for the processing of each check for payment.
2. DIRIGO FCU is not responsible for any technical difficulties you experience attempting to use MDC. You agree and understand that MDC may at times be temporarily unavailable. In the event that MDC is not available, you acknowledge that you can deposit an original check at a DIRIGO FCU branch, Shared Branch location, or by mailing the original check to a DIRIGO FCU branch location. It is your sole responsibility to verify that items deposited using MDC have been received and accepted for deposit.
3. To use DIRIGO FCU's MDC service, you must have a suitable mobile device and have online/mobile banking.
4. When you make a successful MDC deposit, you will be notified by an application message. You agree that once you have received confirmation that we have successfully processed your MDC deposit, you will clearly mark "void" and retain for an additional 15 (fifteen) business days. You agree to defend, indemnify and hold DIRIGO FCU and any DIRIGO FCU third party service provider from any claims, damages, losses, liability or expenses to which we and/or our service provider may become subject as a result of an item you deposited via MDC being presented for duplicate payment.
5. Only the following items are eligible for MDC deposit: 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 with the restrictive legend, "Mobile Deposit Capture Only to DFCU". You agree not to attempt to use MDC to deposit checks with any of the following characteristics:
 - a. **The check is not payable to you**
 - b. **There is any apparent alteration to the front of the check**
 - c. **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**
 - d. **The check is payable in a currency other than U.S. dollars**
 - e. **The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act**
 - f. **The check has been remotely created**
 - g. **The date of issue of the check is more than 6 months prior to the attempted deposit date**
 - h. **You have any reason to believe that the check will not be paid by the institution on which it is drawn.**
6. The check image transmitted via MDC must be legible and compliant with requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association.

7. We may terminate or change the terms of MDC service at any time, including but not limited to the categories of checks we will accept for deposit via MDC or endorsement requirements, with or without notice to you.

8. We may, at our sole discretion, refuse to accept any item presented for deposit via MDC. We will notify you via the method agreed with you if we do this. We will have no liability to you for declining to accept items presented for deposit via MDC.

9. Funds from any check deposited via MDC 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 DFCU and your creditworthiness.

10. You agree to notify us of any errors with respect to MDC 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. In the event of an error with respect to any original check or image thereof transmitted to us for deposit or a breach of the agreement, you will immediately contact us at 1-800-281-5435 or email us using our secure messaging service within Online Banking.

11. You agree not to copy, reproduce, distribute or create derivative works from the content of the MDC service or to reverse engineer or reverse compile any technology used to provide the MDC service. DIRIGO FCU and our third party service providers, if any, retain all ownership and proprietary rights in the services, associated content, technology and web sites. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

12. **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 NON-INFRINGEMENT. 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.**

13. **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 RAINBOW FCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.**