

Remote Deposit Mobile Check Capture Disclosure and Agreement

This agreement contains the terms and conditions for the use of this service and/or any other remote deposit capture service that Members Trust of the Southwest (us or we) may provide.

Remote deposit capture services allow you to make deposits to your accounts using your mobile device. The service requires use of the mobile application and connectivity to the internet from remote locations. The service requires taking pictures of both the front and back of the check(s) using our mobile application and submitting the images electronically for processing. Checks must also be properly endorsed.

You agree to endorse any item transmitted and to send a picture of the front and back of the item presented for payment. Endorsements should include the following:

1. Account number.
2. Signature.
3. Term- " For Deposit Only"

Failure to properly endorse items could result in the item(s) being rejected for deposit.

You should keep the physical check until you have verified the item has been credited to your account. We recommend safe keeping items for 30 days before destroying items.

Deposit Limits

The credit union has established the following deposit limits within a 24 hour period

- \$3,000.00 max amount of single check deposit
- \$3,000.00 max aggregate deposit

Your use of the service constitutes accepting the agreement. The agreement is subject to change from time to time by us. We will notify you of any material change via various channels (email, our website, mobile banking platform hyperlink or regular mail). Your continued use of the service will indicate that you accept the revised terms and conditions. We reserve the right, at our discretion, to change, modify, add, or remove portions from the service.

You may experience technical or other difficulties while using the service; while we strive to ensure this does not happen, we cannot and do not assume any responsibility for technical or other difficulties or any resulting damages that may occur. Some of the services may have qualification requirements, and we reserve the right to change them at any time without prior notice. We further reserve the right to change, suspend or discontinue the service, in whole or part, or your use of the service immediately and at any time without prior notice.

You agree that you will not use the service to scan and deposit any checks or other ineligible items as follows:

1. Checks or items payable to any person or entity other than you.
2. Any third party checks, i.e., any item that is made payable to another party and then endorsed over to you by such party.
3. Checks or items drawn on one account and being deposited to the same account.
4. Checks or items containing obvious alteration to any of the fields on the front of the item.
5. Checks or items drawn on a financial institution located outside of the United States of America.
6. Checks or items not payable in American currency.
7. Photocopies of checks.
8. Money Orders.
9. Savings Bonds.
10. Checks purported to be a lottery or prize winning.
11. Checks previously submitted for deposit.
12. Checks or items prohibited by our current procedures.

Use of the service for these ineligible items may result in the suspension or termination of your use of the service.

You agree to follow this and any other procedure and instructions for use of the service.

At our discretion, we reserve the right to reject any item transmitted through the service without liability. We are not responsible for items that we do not receive or for images that are “dropped” during transmission. Once we receive an item for deposit, we will review the item for processing. You should review the deposit history to confirm status of the deposit. No additional notice will be sent if for any reason the deposit was rejected.

Deposits made using the service will be provisionally credited with the funds generally available to you on the second business day, unless a longer hold is applied in accordance with our funds availability policy.

You agree that we will not be liable for any damages from the use or the inability to use the service incurred by you or any third party arising from or related to the use of the service.