

Mobile Deposit Capture (MDC) Service Disclosure and Agreement:

Effective December 23, 2013

Should you choose to use Call Federal Credit Union's Mobile Deposit Capture, herein called "MDC" or "service" you agree to all terms and conditions in this agreement. Call Federal Credit Union may also be referred to as "CFCU". A check may be referred to as a "check", "image" or an "item".

Use of Service

This service allows you to remotely transmit a digital image of a paper check into eligible CFCU checking accounts with a compatible mobile device, when enrolled in Home Banking and Mobile Banking.

Compatible Mobile Devices

- **iPhone 3GS, 4, 4S, and 5 models**
Apple iOS 5.0.1 or newer
Note: The iPhone 3G is no longer supported on the newest version of Apple's OS. Any current users that have already downloaded the APP on their phone will continue to be able to use it (and use Mobile Capture once activated), but no new users will be able to enroll for MDC with an iPhone 3G.
- **Google Android models**
Android (Froyo) 2.2 or newer
Cameras with 2.0+ Megapixel resolution and autofocus
Touch screen or keyboard phones

Deposit Limits

The daily deposit limit is \$5,000 per business day, with 6:00 pm EST as the cut off time to submit an item for that day. A business day is Monday through Friday, excluding Federal Reserve holidays. Each check must be submitted separately but you may submit multiple checks on the same day up to the daily limit.

Check(s) submitted, if approved may be available the next business day.

Most funds are available within two business days. If a check is not accepted you will be notified by email with further instructions. By use of the service you agree to receive all notifications regarding this service electronically. The email that we may contact you from will be: mdc@callfcu.org. Please inform the credit union if you change your email address.

Endorsement Requirements

You agree to endorse all items on the back of the check with:

- Signature; and
- Print "For MDC at CFCU".

CFCU may reject any item missing either of these two (2) endorsements.

Unacceptable Items

You agree that you are not permitted to deposit the below items through this service:

- Checks over \$5,000
- Checks made payable to anyone other than you
- Third Party checks - *check payable to someone else and they sign over to you*
- Items issued or drawn off a financial institution located outside of the United States
- Items not in United States currency

- Checks drawn off your CFCU account
- Checks that have been altered or are incomplete
- Checks that require authorization
- Checks that are “stale dated” or “postdated”
- Starter or counter checks
- No Travelers Checks, Amex Gift Cheques, Money Orders or Savings Bonds
- Checks that have been previously converted to a substitute check
- Checks that have been previously negotiated.

Fees

There is no fee for use of MDC service from CFCU. Should a check be returned for non-sufficient funds (NSF) or any other reason a fee may be charged, refer to our current fee schedule. Check your mobile service provider plan to see if they will charge you any fees before you begin using this service.

Acceptance/Rejection of Deposit

CFCU reserves the right to accept or reject any item. We are not liable for any item that does not pass the validation from your mobile device, is not transmitted completely to CFCU, or is rejected.

The following validations are run at the time you submit the deposit on the mobile device and are set to stop the deposit (at the mobile device) if the items below do not pass:

- Valid ABA routing number
- Digital image quality:
 - Includes MICR misreads (no digit errors)
 - All four corners of check are visible
 - No torn edges or folded corners
 - No shadows on the check
 - The check is not too dark or too light
- Duplicate Detection within the mobile channel of CFCU
- Declared amount doesn't match image amount
- Amount exceeds deposit limit of \$5,000
- Missing endorsement

Storage of Checks

You agree to securely retain each original item for a period of 30 days once funds have been posted to your CFCU checking account. You agree to provide any items to CFCU should we request it for any collection or claim reasons. After the 30 days you agree to destroy these items to prevent re-presentation.

Indemnification

You understand and agree you are required to indemnify CFCU and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses including reasonable attorney's fees and expenses arising from use of MDC, or breach of this disclosure and agreement. You understand and agree this paragraph will survive the termination of this agreement. Should MDC be temporary unavailable for any reason, you understand that you can deposit an original check to any branch or mail the original to us at: 4606 Commerce Rd., Richmond VA 23234.

Warranties

You understand that the CFCU does not make any warranties on equipment, hardware, software, internet provider service, expressed or implied. CFCU is not responsible for any loss, injury, damages, direct, indirect, special or consequential, caused by the internet provider, related software, or your or the CU's use of any of these or arising

from the installation, use, or maintenance of your personal mobile device and any equipment, software or hardware.

Errors

You agree to notify CFCU immediately upon noticing an error has occurred, or if you believe your statement is incorrect. Please contact us at: 1-800-796-2328 or by email at greeter@callfcu.org

Statements

Any mobile deposit accepted (delivered) through this service will be reflected on your CFCU monthly statement. The description on the statement will appear as: Call FCU MOB D;MMDDYY;Check DEP

Change in Terms

CFCU reserves the right to change the terms and conditions of this service or to terminate the agreement or service of MDC at any time. You may contact the credit union to request removal of MDC from your account at any time.

Governing Law

This Agreement is governed by the CFCU's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

This disclosure and agreement is an addition to the Mobile Banking Disclosure and you are agreeing to this disclosure in its entirety.