

**For Mobile Deposits, please:**

1. Sign (endorse) your check
2. Under your signature write "For e-Deposit only at Market USA"

**Ex.**

*Joe Member*

*for e-deposit only at Market USA*

\*Please destroy deposited checks no fewer than 5 days after funds have posted to your account.\*

## Terms and Conditions – Mobile Check Deposit

### **Definitions**

"Market USA" refers to Market USA Federal Credit Union.

"Business Day" is every Monday through Friday from 9 a.m. to 5 p.m., Eastern Time, excluding Federal Holidays.

"Service" refers to Market USA Mobile Check Deposit.

"Device" and "Mobile Device" refers to any mobile, wireless, or other Device used to access the Mobile Check Deposit Service.

"we" or "us" refers to Market USA.

"you" or "your" refers to the member or account holder.

### **Use of Service**

This Service allows you to deposit checks into eligible Market USA accounts from a remote location by capturing the check image with a compatible Mobile Device which then delivers the images and associated deposit information to Market USA electronically. You may use this Service only in accordance with this Agreement. In order to use this Service, you must obtain and maintain, at your expense, a compatible Mobile Device. We are not responsible for the functionality or maintenance of any Mobile Device you may need or use to access this Service.

### **Agreement Acceptance**

This Agreement applies to all accounts. Use of this Service constitutes understanding of and agreement to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy for your records.

### **Eligibility and Qualification Requirements**

To qualify for this Service, you must meet eligibility criteria as dictated by us, including having all accounts in good standing.

### **Available Accounts**

You may use this Service to deposit checks into the following accounts:

- a. Checking Accounts (excludes Fresh Start and Provisional Checking)
- b. Savings Accounts (excludes Fresh Start Savings)
- c. Money Market Accounts
- d. Holiday Club Accounts
- e. Vacation Club Accounts

### **Limitations of Service**

When using this Service, you may experience technical or other difficulties. We are not responsible for any technical or other difficulties that you may experience during or as a result of your use of the Service. We reserve the right to change, suspend, terminate or revoke this Service immediately, for any or no reason, in Market USA's sole and absolute discretion, at any time and without prior notice to you. In the event this Service is not available to you, you acknowledge that you can deposit your check at a branch office location, through a participating ATM, by mail, or via other available channels.

### **Charges or Fees**

Market USA does not charge a fee for this Service. We reserve the right to start charging for this Service at any time. 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 will be assessed a fee in the amount shown on the Market USA Fee Schedule. 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 of the overdrawn amount plus any applicable fee shown on the Market USA Fee Schedule. You agree that Market USA may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions for the use of your Device. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your Mobile Device for any purpose concerning your accounts at Market USA, including but not limited to account servicing and collection purposes.

### **Eligible Items**

You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.

### **Ineligible Items**

You agree that you will not use this Service to deposit any ineligible items including but not limited to the following:

- a. Checks or items payable to any person or entity other than you
- b. Post-dated or Stale-dated checks (stale dated checks are 6 months old or older unless otherwise stated)
- c. Checks or items containing an obvious alteration to any of the fields on the front of the check or item which you know or suspect, or should know or suspect, to be fraudulent.
- d. Checks or items drawn or otherwise issued by you or any other party on any of your Market USA accounts
- e. Checks or items not payable in United States currency
- f. Items drawn on financial institutions located outside the United States
- g. Items previously converted to a substitute check
- h. Consumer loans, credit card, and mortgage payments
- i. IRA and Share Certificate deposits
- j. Money orders and travelers checks
- k. Starter or counter checks
- l. Amex Gift Cheques
- m. Savings bonds
- n. Checks that require special authorization (e.g. COMCHEKS)
- o. Checks from another financial institution on a closed account

### **Image Quality**

The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by ANSI, or any other clearing house, association or regulatory agency.

### **Endorsement Requirements**

You agree to endorse all items with your signature and print "For e-Deposit Only at Market USA " on all items. Market USA reserves the right to reject all items that are not endorsed as specified.

### **Deposit Limits**

When using this Service to deposit funds, such deposits are limited to \$2,000 per Business Day and \$5,000 per rolling 30 calendar-day period.

### **Receipt of Items**

We reserve the right to reject any item transmitted through this Service, at our sole and absolute discretion. We are not liable for items we do not receive or for images that do not comply with the image quality standards set forth above or that are not transmitted completely. Once an item is reviewed and posted to

your account, you will receive a Deposit Posted Notification. An image is considered received when we send you the Deposit Posted Notification.

#### **Provisional Credit and Availability of Funds**

All deposits are subject to review. Funds may not be available for immediate withdrawal. Deposits received after 1:00 p.m. Eastern Standard Time may be processed the next Business Day. Deposits are considered received once they have been reviewed, approved, and posted to your account. Funds will be available in accordance with our standard Funds Availability Schedule. Please see our Funds Availability Schedule for details.

Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds and we will tell you when funds will be available. You agree to receive all notifications regarding your use of this Service, including but not limited to exception notices as required by Regulation CC, via electronic message. With respect to each item you send to Market USA for deposit, you agree to indemnify and reimburse Market USA for, and defend and hold Market USA harmless from and against, any and all losses, costs, claims, damages and other expenses (including without limitation reasonable attorneys' fees) incurred by Market USA as a result of or in connection with your use of the Services.

#### **Method of Presentment**

The manner in which items are cleared, presented for payment, and collected shall be at Market USA's sole and absolute discretion.

#### **Retention and Disposal of Items**

You agree to retain each deposited check for no fewer than five Business Days after your funds have been posted to your account. Upon receipt of these funds, you agree to mark the items prominently as "Void" and to dispose of the item(s) (after the five Business Day retention period) in a way that prevents re-presenting the item for payment. You agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide any retained item to Market USA as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

#### **Errors or Discrepancies**

Notify Market USA by telephone at 301.586.3400 or by mail at 8871 Gorman Road, Ste 100, Laurel, MD 20723 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may be responsible for any losses.

### **Security Requirements**

To prevent unauthorized usage of this Service, you agree to ensure, at your sole cost and expense, the security of any Device you own and use to access the Service. By securing these Devices, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical Device from theft or unauthorized use. Market USA shall not be responsible for providing any such security or other software and you agree that you are solely responsible for complying with the terms and conditions of any third-party software. You also agree that Market USA is not liable for unauthorized account access and/or transactions that occur as a result of: (1) your negligence in safeguarding your Password, Security Word, and Challenge Questions and Answers and/or (2) your negligence in ensuring the security of the Device you own and/or use to access the Market USA Mobile Deposit Service as described above.

### **Account Owners**

If you have joint owners on your Market USA account, your joint owner(s) will also have access to the Service. You and any additional account owners are equally responsible for adhering to all items disclosed in this Agreement.

### **Disclaimer of Warranties**

Market USA's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. This Service is provided by Market USA and its licensors "as is" and on an "as available" basis. MARKET USA HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THIS SERVICE, THE HARDWARE, COMPUTER SOFTWARE OR SYSTEM USED IN CONNECTION WITH THIS SERVICES OR YOUR USE OF THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We make no warranty that the Service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from your use of this Service will be accurate or reliable, and (iv) that any errors in the Service or technology will be corrected.

### **Limitation of Liability**

Market USA's liability for errors or omissions with respect to the data transmitted or printed by Market USA or the credited or debiting of funds to and from your account in connection with the Services will be solely limited to correcting the errors or omissions. In no event shall Market USA be liable for any special, consequential, or indirect damages.

### **User Warranties and Indemnification**

You represent and warrant to Market USA 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 sent through this Service or otherwise deposited, unless you are specifically requested to do so by Market USA.
- e. All information you provide to Market USA is accurate and complete.
- f. Market USA will not sustain a loss because you have deposited an image.
- g. You will comply with this Agreement and all applicable rules, laws, and regulations.
- h. Items you transmit do not contain viruses.

You agree to indemnify Market USA for, and defend and hold harmless Market USA from and against, any and all damages, claims, losses, cost or expenses (including without limitation reasonable attorneys' fees) incurred by Market USA as a result of or in connection with your breach of any of the representations or warranties contained herein.

#### **Change in Terms**

Market USA reserves the right to immediately change the terms and conditions of this Service or of this Agreement or terminate this Agreement or discontinue the Service for any or no reason, in its sole and absolute discretion, at any time and without prior notice to you.

#### **Governing Law**

This Agreement supplements the terms of your Membership Agreement and Disclosures and your Internet/Mobile Banking Agreement and Disclosures, which are incorporated by reference herein. Together they constitute the entire Agreement between you and Market USA with respect to this Service. You may not assign this Agreement. This Agreement is governed by the laws of Maryland and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.