

ARC Federal Credit Union Mobile Check Deposit Agreement

Remote Deposit Capture (“Mobile Check Deposit”) enables you to take a picture of your check for deposit and forward it onto ARC Federal Credit Union via ARC FCU’s mobile app (ARC FCU Mobile).

MEMBER QUALIFICATIONS

- ALL REGISTRATIONS MUST HAVE A CURRENT E-MAIL ADDRESS
- ARC FCU membership greater than 90 days
- No current ARC FCU delinquent and/or charged-off loans
- No open, unsettled charged-off accounts with another institutions
 - A ChexSystems report will be run and reviewed
- No current negative ARC FCU account(s)
- No NSF within 90 days
- Enrolled in e-Statements

MEMBER OBLIGATIONS

- You must write a restrictive endorsement on the back of the check: **FOR MOBILE DEPOSIT ONLY ARC FCU ACCOUNT # _____**.
- After you have received confirmation via email that your deposit has been accepted, you must write “**MOBILE DEPOSITED**” conspicuously on the front of your check, and not attempt to deposit it anywhere.
- You will retain a copy of your original check for 30 days while the item is being processed, then destroy. You understand and agree that you are responsible for any loss caused by your failure to secure the original check.
- You agree to notify ARC FCU in a timely manner of any changes to your e-mail address, as this is the email where we will send notifications regarding your mobile deposited items.
- You agree to indemnify and hold harmless ARC FCU from any loss for breach provision, such that you warrant to ARC FCU that:
 - You will only transmit eligible items that are properly endorsed. Items **NOT** available for this service are:
 - ARC FCU checks drawn on the same ARC FCU account
 - Non-negotiable items
 - Altered checks
 - Foreign checks
 - Savings Bonds
 - Stale-dated checks
 - Third-party checks
 - Money Orders
 - Images will meet the image quality standards.
 - You will not transmit duplicate items.
 - 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 ARC FCU.
 - All information you provide to ARC FCU is accurate and true.
 - ARC FCU will not sustain a loss because you have deposited an image.
 - You will comply with the original and subsequent provisions of the Agreement and all applicable rules, laws, and regulations.
- You may, by written request, terminate the service provided for in this agreement. ARC FCU may terminate use of the service at any time. In the event of termination of the service, you will remain liable for all transactions performed on your account.

FUNDS AVAILABILITY

Deposited funds will be available in accordance with the Funds Availability Policy Disclosure. Funds from items deposited under the terms of this Agreement will be held for three (3) business days unless otherwise approved by Management.

PROVISIONS

ARC FCU reserves the right to reject any item transmitted through this service, at our discretion, and we may limit the amount or number of items you can deposit with this service in a day or in a given period of time. If we doubt the collectability we may place extended holds until funds are received from the institution it is drawn upon.

We are not liable for items we do not receive or for images that are not transmitted correctly.

An image submitted after 3:00 pm is considered received on the following business day (when the full amount has been credited to your account), however, this does not mean that the transaction was without error and may not be withdrawn.

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 in the Fee Schedule, the account will be overdrawn and you will be responsible for payment and related fees.

ARC FCU's liability for errors or omissions with respect to the data transmitted or printed by ARC FCU 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 ARC FCU 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 ARC FCU has been informed of the possibility thereof.

ARC FCU reserves the right to reduce deposit limits, temporarily or permanently discontinue the service, or suspend account access by you at any time due to a change in business conditions or your failure to abide by the applicable terms of the Remote Deposit Disclosure or any other applicable ARC FCU agreements and/or disclosures.

Mobile Check Deposit will not be available on Business or Organization accounts.

ACCEPTANCE OF THESE TERMS

By signing this agreement and/or use of the services constitutes your acceptance and understanding of the terms and conditions of this Agreement. The agreement is subject to change; we will notify you of any material change via email or on our website with a link to the revised agreement. Further, ARC FCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the services. Your continued use of the services will indicate your acceptance of any such changes to the services.