



Mobile Deposit User Agreement

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for use of Honolulu Fire Department Federal Credit Union’s Mobile Deposit service (“Mobile Deposit”).

ACCEPTANCE OF THESE TERMS

You understand and agree that by using Mobile Deposit, you are demonstrating your consent to be bound to all terms and conditions of this Agreement.

This Agreement is subject to change from time to time. We will notify you of any changes via e-mail or on our website by providing a link to the revised Agreement. Following such notification, your continued use of Mobile Deposit will demonstrate your consent to be bound by the revised Agreement. Further, Honolulu Fire Department Federal Credit Union (“HFDFCU”) reserves the right, in its sole discretion, to change, modify, add, or remove portions of or to Mobile Deposit at any time without notice to you. Your continued use of Mobile Deposit will indicate your acceptance of any such change to Mobile Deposit.

DEFINITIONS

As used in this Agreement, the following terms are defined as follows:

- ‘Account’ means a share account (sometimes called a “deposit account”) specified by a user to which HFDFCU has also agreed to accept for deposit an Image transmitted via Mobile Deposit, as further described in the “Account Eligibility” section of this Agreement.
- ‘Agreement’ means the entirety of this Mobile Deposit User Agreement, including other laws, rules, regulations, contracts, or other agreements which may be incorporated herein by reference.
- ‘Business day’ means a business day on which HFDFCU is open for substantially all of its operations, not including Federal holidays or other days when HFDFCU is closed for all or part of its regular hours of operations (whether such closure is anticipated or not).
- ‘Check’ or ‘item’ means: (1) a negotiable demand draft drawn on or payable through or at a financial institution operated in the United States; (2) a negotiable demand draft drawn on a United States Federal Reserve Bank or a Federal Home Loan Bank; or (3) a negotiable demand draft drawn on the Treasury of the United States.
- ‘Permitted deposit item’ means any check or item described above that: (1) does not contain a restrictive endorsement; (2) does not include limited or restrictive payee(s); and (3) does not contain other restricted conditions as outlined in this Agreement.
- ‘Image’ means a digitized representation of the front and back of a check, created by Mobile Deposit, for the purpose of depositing the Image in lieu of the original check to an Account at HFDFCU by use of Mobile Deposit; although separate representations of the front and back of a check may be required, the term image as used herein includes the corresponding representations of both the front and back of the check or item.
- ‘We,’ ‘us,’ ‘our,’ ‘HFDFCU’ and ‘Credit Union’ refer to Honolulu Fire Department Federal Credit Union.
- ‘You’ and ‘your’ refer to a member or account owner who is a user to whom we have granted use of Mobile Deposit.

DESCRIPTION OF SERVICE

Mobile Deposit provides you with the convenience of creating and transmitting an Image of a Check to HFDFCU via our RescueNet Mobile iOS or Android software application (accessible via a camera-enabled, compatible iOS, or Android device), which can be deposited to a specified Account in lieu of the Check, saving you the time and effort of mailing or driving the Check to HFDFCU.

LIMITATIONS AND AVAILABILITY OF SERVICE

You understand and agree that the technology supporting Mobile Deposit may not be available at all times. In the event that an interruption to the availability of Mobile Deposit is anticipated, we will attempt to notify you by posting an alert on our website, sending you an email, or posting a notice within Mobile Deposit. However, we do not guarantee that Mobile Deposit will be available at any given time. You understand and agree that we are under no obligation to notify you of any interruption in Mobile Deposit, and we assume no responsibility for any technical or other difficulties or any resulting damages that you may incur. In no event will we be responsible for any failure of hardware you have obtained for accessing Mobile Deposit or your inability to obtain a connection to Mobile Deposit. Mobile Deposit is provided on an “as is” and “as available” basis. Your access to and use of Mobile Deposit is subject to our qualification requirements, and we reserve the right to change those requirements at any time without prior notice to you. We reserve the right to change, suspend, or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit, in whole or in part, immediately and at any time without prior notice to you. In the event that Mobile

Deposit is unavailable, we may accept your original Check for deposit at any of our branches.

HARDWARE AND SOFTWARE REQUIREMENTS

To use Mobile Deposit, you must obtain and maintain, at your own expense, compatible hardware and software as we may specify from time to time, and you must obtain access to telecommunication services as necessary to access Mobile Deposit. To access Mobile Deposit, you must download and install the HFDFCU RescueNet mobile application, which may be obtained via your device’s mobile application store, on your iOS or Android supported, camera-enabled device. HFDFCU does not endorse any particular device or third-party software or any telecommunication service needed to obtain, install, or use the HFDFCU mobile application or access Mobile Deposit, and makes no recommendation regarding the appropriateness of the same. The selection and use of the hardware, any third-party software, or telecommunication service is at your sole discretion and risk. It is your responsibility to maintain updates for the mobile application.

ACCOUNT ELIGIBILITY

To use Mobile Deposit, you must comply with the following eligibility requirements:

- The Account must be in good standing (“good standing” is defined by HFDFCU in its sole and absolute discretion);
- The Account must be registered and enrolled in HFDFCU RescueNet Online Account Access (online banking); and
- The Registering Mobile Deposit User must be age 15 or older.

The determination of the eligibility of an Account will be made at HFDFCU’s sole discretion, and HFDFCU is under no obligation to provide access to an Account. HFDFCU reserves the right to limit or refuse deposits to an Account for any lawful reason.

IMAGE ELIGIBILITY

You understand and agree that only an Image of a Check as defined in this Agreement may be transmitted via Mobile Deposit for deposit to an Account. In particular, the Check and Image must conform to the “Transaction Limitations,” “Endorsements,” and “Image Quality” sections of this Agreement. Images of Checks with the following characteristics are ineligible for transmission via Mobile Deposit, and you understand and agree that you will not use Mobile Deposit to transmit an Image of any of the following:

- Any item which is not a Check, including but not limited to money orders, savings bonds, gift certificates, or traveler’s checks.
- Any Check which is payable to any person or entity other than a person who owns the Account.
- Any Check which contains an alteration, including any alteration which may be authorized by the maker, issuer, or signer, whether such alteration may be on the front or back side of the Check.
- Checks made payable to “cash.”
- Checks that are not in original form with an original signature (ex: Substitute Checks).
- Checks which you know, suspect or have reason to suspect may be fraudulent or otherwise unauthorized by the account owner of the account on which the Check is drawn.
- Any Check which is not endorsed by any payee (Checks payable to multiple persons whose names are connected with the word “and,” the symbol “&,” or any equivalent word or symbol must be endorsed by each payee; Checks payable to multiple persons whose names are connected with the word “or,” or no words may be endorsed by any one payee).
- Any Check in which the original payee endorsed the Check, and then made the Check payable to a subsequent payee (where the words “Pay to the order of” or similar appear as part of the endorsement on the back of the Check).
- Any Check which contains language of any sort which requires HFDFCU to positively identify the payee’s endorsement.
- Any foreign Check, which is defined as any Check which is payable at or through any financial institution located outside the United States.
- Checks not payable in United States’ currency.
- Checks dated more than 6 months prior to the date of your transmission (any “stale-dated” Check).
- Checks dated after the date of your transmission (any “post-dated” Check).
- Checks that are incomplete.
- Other items as per our discretion.

Even though a Check may not be eligible for transmission as an Image via Mobile Deposit, you may still be permitted to deposit the Check in person. Please contact us for assistance in determining if your Check is eligible.

ENDORSEMENTS

You understand and agree that prior to capturing an Image of the Check for

transmission via Mobile Deposit, you will legibly endorse the Check, according to the following requirements:

You will place your endorsement on the back of the Check, at the top edge (the edge on the left side when you look at the front of the Check), within a space one and one-half (1 ½) inches from the top edge.

- Your endorsement should include "For HFDFCU Mobile Deposit"
- Your endorsement will conclude with your (the payee's) signature(s)

You understand and agree that your failure to abide by these endorsement requirements may result in a delay or refusal by HFDFCU to accept your Image for deposit. Any loss incurred by either you or HFDFCU will be your responsibility.

RECEIPT OF IMAGES

You understand and agree that we are not responsible for any Image we do not receive or for Images lost or damaged during transmission. An Image of a Check will be considered received by us when you receive confirmation of receipt via Mobile Deposit. You understand and agree that receipt of an image via Mobile Deposit does not guarantee that we will accept the Image for ultimate deposit to the Account.

ACCEPTANCE AND PROCESSING OF IMAGES FOR DEPOSIT

You understand and agree that we reserve the right to reject any Image transmitted via Mobile Deposit, at our sole discretion, without liability to you. Upon receipt of an Image transmitted via Mobile Deposit and subject to the Processing Deadlines stated in this Agreement, we will review the Image and the Account in consideration of the following to determine whether we will accept or reject the Image for deposit:

- We will determine if the quality of the transmitted Image conforms to the requirements stated in the "Image Quality" section of this Agreement.

We will review:

- the characteristics of the Check shown in the Image to determine if it conforms to the "Image Eligibility" section of this Agreement
- the endorsement of the Check shown in the Image to determine if it conforms to the "Endorsements" section of this Agreement
- the status of the account to which the deposit would be made to determine if it conforms to the "Account Eligibility" section of this Agreement
- all other facts or circumstances known to us which may affect our decision whether or not to accept the deposit

Upon completion of our review, we will determine whether we will accept or reject the Image for deposit. If we accept the Image, it will be deposited to the Account in accordance with the "Processing Deadlines" section of this Agreement, and the terms and conditions of the Membership and Account Agreement (for Consumer, non-Business, and non-Trust Members) and Funds Availability Disclosure. Regardless of whether we accept or reject the Image, you will receive notification of such decision via Mobile Deposit. Push notifications must be enabled for the HFDFCU Mobile Application and Mobile Deposit in order to receive notifications when an image is accepted or rejected.

PROCESSING DEADLINES

Any Image transmitted to Mobile Deposit 10:00 a.m. Hawaii standard time on a business day (as defined herein) will be considered for acceptance on the next business day; an image transmitted after this time, or on a day not a business day, will be considered for acceptance on the business day after that. We will then make our determination concerning whether or not to accept the image for deposit, and you will be notified in Mobile Deposit at the time we make our decision. Accepted images will be credited to the account when HFDFCU is notified the item has cleared, or in some cases, by the end of the business day following the business day the check is accepted.

FUNDS AVAILABILITY

You understand and agree that the Funds Availability terms described herein apply ONLY TO MOBILE DEPOSIT and do not incorporate or conform to HFDFCU's Funds Availability Policy for deposits received in-person, by mail, or by automated teller machine (ATM).

Deposits of Images via transmission to Mobile Deposit may not be available for immediate withdrawal, and we may withhold the availability of funds from the deposited Image. Any hold placed on a deposit transmitted via Mobile Deposit will be done so in our sole discretion on an item-by-item basis, and may be placed until the item is cleared by the payor bank and HFDFCU has been given credit.

We do not guarantee that any Image transmitted via Mobile Deposit will be received by Mobile Deposit, accepted by HFDFCU, or ultimately deposited to the Account. You understand and agree that any time-sensitive deposit (such as one to be used for a loan or other payment) should NOT be transmitted as an Image via Mobile Deposit and should be presented in person at our office or an affiliated Shared Branch office. HFDFCU will not be responsible for any loss, charge, or fee you incur as a result of your use of Mobile Deposit which results in any late or non-payment of any withdrawal from the Account.

STORAGE AND DESTRUCTION OF ORIGINAL CHECKS

Upon receipt of confirmation that we have accepted an Image of an original Check, you understand and agree that you will retain possession of the original Check for a period of 30 calendar days, during which time you will ensure the safety and integrity of the original Check.

You understand and agree that, at the expiration of this 30-calendar day period, you MUST mark the original check "VOID," then destroy the Check via commercially acceptable means of destruction, including cross-cut shredding, burning, or pulverizing the original Check, after which the Image will be the only evidence of the original Check.

You understand and agree that it is your responsibility to establish and maintain appropriate procedures and controls to safeguard the original Check and to prevent any further use. You agree that you will notify us IMMEDIATELY if you learn of the loss or theft of an original Check, an Image of which was transmitted via Mobile Deposit for deposit to an Account.

You understand and agree that during such time as you retain the original Check, we may require you to make the original Check available to us within 5 calendar days, at your expense. You further agree that if you fail to provide the original Check to us within 5 calendar days, we may reverse the deposit made to the Account, and that you will be responsible for any loss incurred to you, the Account owner, or us as a result of such reversal.

You understand and agree that once an Image of a Check has been transmitted via Mobile Deposit, the original Check may never again be used for any purpose, particularly for deposit. Any violation of this provision may result in immediate termination of your access to Mobile Deposit, and the recovery of any loss incurred by HFDFCU for any violation of this provision will be pursued by any collection means available to us.

TRANSMISSION LIMITS

You understand and agree that HFDFCU may from time-to-time and at its sole discretion, establish limits on the amount and/or number of Images that you may transmit via Mobile Deposit. Any transmission you attempt to make which would exceed these limits may be rejected by us. Notwithstanding the foregoing, if we permit you to transmit one or more Images in excess of these limits, your use of Mobile Deposit will nonetheless be subject to all other terms of this Agreement, and we will be under no obligation to permit you to exceed these limits at any time in the future. Currently, the limits in place are as follows:

- Maximum Dollar Amount of any Image transmitted: One thousand dollars (\$1,000)
- Maximum Daily Limit of all Images transmitted: Two thousand dollars (\$2,000)
- Maximum Number of Images transmitted Per Day: Ten (10)

We reserve the right to change these limits at any time without prior notice to you.

PRESENTMENT

You understand and agree that the manner in which accepted Images are deposited, presented for payment, and collected will be chosen at our sole discretion. In order for us to provide Mobile Deposit to you, you understand and agree to be bound by all clearinghouse agreements, operating circulars, image exchange agreements, and other agreements to which HFDFCU is a party that govern the presentment and clearing of check images, including any Image transmitted via Mobile Deposit.

RETURNS

If any check is returned to us for any reason, you authorize us to debit or offset the amount of the item from any of your accounts and assess any fees per our Fee Schedule and Charges. Repeated returned deposits may result in the termination of the right to use Mobile Deposit.

ERRORS

You understand and agree that you will immediately notify us if you know, suspect, or have any reason to know that any error has occurred concerning an Image you have transmitted via Mobile Deposit. Such errors may include, but are not limited to, duplicate Images of the same Check. Further, you understand and agree that the deadline for notifying us of any such error will be the applicable 10:00 a.m. Hawaii standard time deadline described in the "Processing Deadlines" section of this Agreement.

Unless you notify us by the applicable 10:00 a.m. Hawaii standard time deadline, you understand and agree that all transmissions you make via Mobile Deposit will be deemed correct, and you understand and agree that you are prohibited from bringing a claim against HFDFCU for any such alleged error. Errors regarding the Account and any deposit made to it are governed by the Membership and Account Agreement (for Consumer, non-Business, non-Trust Members), as incorporated herein.

ERRORS IN TRANSMISSION

You understand and agree that, by your use of Mobile Deposit, you accept any and all risk that an Image or other information may be intercepted or misdirected during the transmission. Further, you understand and agree that HFDFCU bears no liability to you or anyone else for any such intercepted or misdirected item or information disclosed through such error.

IMAGE QUALITY

An Image transmitted via Mobile Deposit must be of sufficient quality for HFDFCU to process the Image according to its procedure and applicable laws, regulations, or rules. You understand and agree that an Image may be rejected by Mobile Deposit or HFDFCU, at its sole discretion, due to insufficient quality to meet any processing constraint.

WARRANTIES AND INDEMNIFICATION

Upon your access to Mobile Deposit, and each time you transmit an Image via Mobile Deposit, you warrant to us that:

- You will only transmit Images of eligible Checks.
- You will not transmit Images of original Checks which have been previously transmitted to us via Mobile Deposit or to another financial institution via a similar service.
- You have possession of the original Check, and you will not deposit, re-deposit, or re-present the original Check.
- All information you provide to us is accurate and true, that the Image is a true, unaltered, accurate, digitized representation of the front and back of the original Check, and that the drawer of the Check authorized its issuance and has no defense against its payment.
- The amount, payee(s), signature(s) and endorsement(s) on the original Check are genuine, accurate, and legible.
- You are authorized to enforce and demand payment of the original Check.
- You will comply with this Agreement and any applicable laws, regulations, or rules.
- You are not aware of any fact or circumstance which may impair the collectability of the Image.
- You warrant that Images transmitted by you via Mobile Deposit are free of any computer virus or malware.
- You agree to indemnify and hold us harmless from any loss for breach of this warranty provision.

COOPERATION WITH INVESTIGATIONS

You understand and agree that you will cooperate with us regarding any investigation of unusual transactions, poor quality transmissions, and resolution of claims. Such cooperation may include providing to us an original Check or copy thereof when such original Check or copy thereof is in your possession, or any records relating to such Checks or transmission. You agree that the provision of an original Check, copy thereof, or any record will be upon our request and at your expense.

TERMINATION

You understand and agree that we may terminate this Agreement at any time and for any reason. This Agreement, which you have made with us, remains in full force and effect unless and until it is terminated by us. Reasons for which, without limiting the foregoing, we may terminate this Agreement include but are not limited to: if you breach any term of this Agreement, if you use Mobile Deposit for any unauthorized or illegal purpose, or if you use Mobile Deposit in a manner inconsistent with the terms of this Agreement, the Membership and Account Agreement (for Consumer, non-Business, non-Trust Members) or any other agreement you have made with us.

ENFORCEABILITY

You understand and agree that we may make exceptions to or waive any provision of this Agreement, for any reason, at our sole discretion. Any such exception or waiver does not modify this Agreement and does not affect the validity of any other provision of this Agreement, which will continue in full force and effect to the fullest extent permitted by law. Headings used in this Agreement are for convenience only and do not limit or otherwise affect the provisions of this Agreement.

OWNERSHIP & LICENSE

You understand and agree that HFDFCU provides Mobile Deposit under one or more licensing agreements with various third-parties, who retain ownership or licensing rights over Mobile Deposit and its technology. Your use of Mobile Deposit is permitted subject to the license granted to HFDFCU by such third-parties, and you thereby gain no ownership or licensing rights in Mobile Deposit or its technology. You understand and agree that your use of this Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you may not use Mobile Deposit (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to HFDFCU's business interest, or (iii) to the actual or potential economic disadvantage of HFDFCU, in any respect. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide Mobile Deposit.

THIRD PARTY TRADEMARKS

All product names used in this Agreement (Apple, App Store, iOS, Google Play, and Android) are trademarks of their respective owners, which are in no

way affiliated with HFDFCU. HFDFCU makes no guarantees, representations, or warranties of any kind, express or implied, regarding the use of any of the foregoing products.

DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THE THIRD PARTIES) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HFDFCU DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT MOBILE DEPOSIT (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN MOBILE DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY


YOU UNDERSTAND AND AGREE THAT HFDFCU WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE MOBILE DEPOSIT INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF MOBILE DEPOSIT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF HFDFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

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