



## **United Teletech Financial FCU Mobile Banking and Mobile Deposit Terms & Conditions**

Thank you for using the Mobile Banking and Mobile Deposit Services (“Services”) and any related Software (“Software”) provided by United Teletech Financial FCU (“UTF”) combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. UTF in its discretion may modify these Terms and Conditions at any time. **Standard messaging charges apply.**

In this Disclosure and Agreement, the words “you,” “your” or “user,” mean the consumer that applied for and/or uses any of the Mobile Banking or Mobile Deposit Services (the “Services”) described in this Disclosure and Agreement. The words “UTF” “us” and “we” mean United Teletech Financial FCU. Your application for use of the Mobile Deposit Services, notification of approval of your application, and UTF Account Agreement and Disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and your Application, approval, or the Account Agreement, this Disclosure and Agreement will control. All other agreements you have entered into with UTF, including the Depository Agreement and Disclosures governing your UTF account, are incorporated by reference and made a part of this Agreement.

### **Terms and Conditions:**

a. Program (Mobile Banking): UTF offers their members mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with UTF as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

Program (Mobile Deposit): This mobile deposit service is designed to allow you to remotely deposit paper checks to your personal account with UTF (the "Account") by electronically transmitting a digital image of the paper checks for deposit. This program will be ongoing. Customers will be allowed to opt out of this program at any time. You agree by acceptance of this disclosure that, if you have provided the credit union with your cell phone number, the credit union may use this number to contact you regarding your accounts. You may revoke this authority by contacting the credit union at [MemberSupport@utcu.org](mailto:MemberSupport@utcu.org) or 732-530-8100.

b. Questions: You can contact us at [MemberSupport@utcu.org](mailto:MemberSupport@utcu.org) or 732-530-8100, or, for Mobile Banking, send a text message with the word "HELP" to this number: 59289. We can answer any questions you have about the program.

c. To stop the Mobile Banking program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 59289. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages. If you stop the Mobile Banking program, Mobile Deposit will automatically stop.

d. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of UTF or any service provider

**Privacy and User Information** You acknowledge that in connection with your use of the Services, UTF and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). UTF and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. UTF and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use** You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not

otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by UTF (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of UTF or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons- related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose UTF, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party.

You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

**Check Requirements** Any image of a check must accurately and legibly provide all the information on the front and back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You agree to endorse any item transmitted by signing the back of the check as follows:

Signature  
For Mobile Deposit at  
United Teletech Financial  
FCU Only  
Date of Deposit

**Rejection of Deposit** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.

We are not responsible for any image that we do not receive. We reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account.

**Items Returned Unpaid** A notice will be returned to you in the event items are returned unpaid. With respect to any item that you transmit for remote deposit that is credited to your account, in the event such item is dishonored, you authorize UTF to debit the amount of such item from the account and any applicable fees.

**Funds Availability** You agree that items transmitted using the Services are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. However, UTF will use the same funds availability schedule as set forth in the Federal Reserve Board Regulation CC. UTF, in its sole discretion, may make funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with UTF, transaction and experience information, and such other facts as UTF deems relevant. UTF, in its sole discretion, may modify funds availability as it deems relevant.

**Controls** You understand and agree to adhere to the Accountholder's Warranties as described in this agreement.

**Accountholder's Warranties** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to UTF shall be deemed an "item" with the meaning of Article 4 of the Uniform Commercial Code as adopted in New Jersey. You agree that you will use the Services to scan and deposit any checks or other items as described below:

- 1) Each image of a check transmitted is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- 3) You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- 4) Other than the digital image of an original check that you remotely deposit through our Services, there are no other duplicate images of the original check.
- 5) You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- 6) You are authorized to enforce each item transmitted.
- 7) You have not knowingly failed to communicate any material information to us.
- 8) You have possession of each original check deposited using the Services and no party will submit the original check for payment.

**Storage of Original Checks** Upon receipt of a confirmation from UTF that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item to ensure that it is not represented for payment. You agree to retain checks, or a sufficient copy of the front and back of the items, for a period of at least 30 days and agree to promptly provide these to UTF if requested in order to aid in the clearing and collection process, resolve claims by third parties with respect to any item.

**Accountholder’s Indemnification Obligation** You understand and agree to indemnify UTF and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys’ fees and expenses arising from use of the Services and/or breach of this Disclosure and Agreement. You agree to ensure your mobile device remains securely within your possession until the deposit has been completed or deleted. You understand and agree that this paragraph shall survive the termination of this Agreement.

**Limitation of Liability** You understand and agree that we will not be responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

**Charges for Use of the Services** While there are currently no fees related to the use of the Services, UTF, in its sole discretion, retains the right to administer a fee schedule in the future. Please refer to the Change of Terms section for advance notification related to the administration of possible future fees.

**Change in Terms** We will mail or deliver a written notice to you at least 21 days before the effective date of a change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased fees or charges, increased liability for you, or stricter limitations on the frequency or dollar amounts of check deposits permitted, unless prior notice is excused by law.

**Periodic Statement** Any remote deposits made through the Services will be reflected on your monthly account statement. You are required to notify UTF of any error relating to images transmitted using the Services by no later than 60 days after you receive the monthly periodic statement that includes any transaction alleged as erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

**Limitations on Frequency and Dollar Amount** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

**Unacceptable Deposits** You agree you are not permitted to deposit the following items using the Services:

- 1) Any item drawn on your account.
- 2) Any item that is stamped with a “non-negotiable” watermark.
- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is “stale dated” or “post-dated.”
- 7) Savings Bonds

**Termination** We may terminate or suspend this Service, or your use of this Service, immediately and at any time with or without notice to you. You may terminate your use of this Service at any time by giving notice to us. Your notice will not be effective until we receive your notice and we have had a reasonable time within which to act upon it. You may notify us in person at any of our branch locations or by sending a secure email by logging on to home banking and clicking on the Secure Email link within the Secure Forms tab. If you choose the email option, please include your name and account number in your message. Notwithstanding termination, any image transmitted through this Service shall be subject to this Agreement.

**Relationship to Other Disclosures** The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

**Governing Law** You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of New Jersey, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of New Jersey.

### **Apple Pay**

The storage and usage of your payment card number (and credentials corresponding to your payment card number) in this digital wallet are subject to the terms and conditions of the applicable cardholder agreement with your payment card issuer, as in effect from time to time. Please contact your payment card issuer for more information.

**By using these services you are accepting the terms of this disclosure.**