



## Consumer Remote Deposit Disclosure

This Remote Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of the remote deposit capture service that We Florida Financial or its affiliates ("We Florida Financial", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with us as applicable to your We Florida Financial membership(s), are incorporated by reference and made a part of this Agreement.

**Service.** The mobile remote deposit capture service ("Service") is designed to allow you to make deposits to your checking/savings account from home or other remote locations by scanning checks and delivering the images and associated deposit information to We Florida Financial or its designated processor.

**Acceptance of these Terms.** Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, or on our website(s) by providing a link to the revised Agreement or by an online secure message. Your continued use of the Service will indicate your consent to be bound by the revised Agreement.

**Limitations of Service.** You may experience technical or other difficulties when using the Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Service may have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

**Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by We Florida Financial from time to time. We Florida Financial is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**Eligible items.** You agree to scan and deposit only "checks" as that term is defined by applicable law. When the image of the check transmitted is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks containing an alteration, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the account owner on which the check is drawn
- Checks payable to any person/entity other than the person/entity that owns the account that the check is being deposited into
- Checks payable jointly, unless deposited into an account in the name of all payees
- Money Orders
- Checks drawn on a 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 deposit (stale dated)
- Checks or items prohibited under the terms of your We Florida Financial membership
- Checks payable 'on sight' or 'payable through' drafts
- Checks with any endorsement on the back other than that specified in this agreement
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution

**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Service as "For mobile deposit only, account # \_\_\_\_\_" or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Service as We Florida Financial may establish from time to time.

**Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit. We further reserve the right to charge back to your account at anytime, any item that we subsequently determine was not an eligible item. You agree that We Florida Financial is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Availability of Funds.** You agree that items transmitted using the Service are not subject to the funds availability requirements as stated in our disclosure "Important Account Information for Our Members" brochure. In general, if an image of an item you transmit through the Service is received and accepted before 3:00PM Eastern Time, Monday through Friday, excluding holidays, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day. Funds deposited using the Service will generally be made available in two business days from the day of deposit. We may make such funds available sooner based on such factors as credit worthiness, your relationship with us, transaction and experience information, and other factors as We Florida Financial, in its sole discretion, deems relevant. Or, we may extend a hold for a longer period once an item is reviewed for deposit. We will notify you by mail if we delay your ability to withdraw funds and we will tell you when the funds will be available.

**Disposal of Transmitted Items.** You agree to retain the check you remit using this Service for at least 60 calendar days from the date of the image transmission and only after confirming receipt of credit for the deposit. After 60 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to We Florida Financial upon request.

**Deposit Limits.** We may establish limits on the dollar amount and/or number of items from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current dollar limits are \$2,000.00 per business day, \$4,000.00 per rolling 7 calendar days, and \$8,000.00 per rolling 30 calendar days. There is no daily or monthly limit on the number of items, as long as the respective dollar limits are not exceeded. These limits may increase based on account relationship.

**Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in We Florida Financial's sole discretion subject to any existing Agreement governing your account.

**Errors.** You agree to notify us of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable account statement is sent. Unless you notify us within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against We Florida Financial for such alleged error.

**Errors in Transmission.** By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. We Florida Financial bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Image Quality.** The image of an item transmitted to We Florida Financial using the Service must be legible, as determined in the sole discretion of We Florida Financial. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by We Florida Financial, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.

**User Warranties and Indemnification.** You warrant to We Florida Financial that:

- a. You will only transmit eligible items
- b. You will not transmit duplicate items
- c. You will not re-deposit or re-present the original item

- d. All information you provide to We Florida Financial is accurate and true
- e. You will comply with this Agreement and all applicable rules, laws and regulations
- f. You are not aware of any factor which may impair the collectability of the item

You agree to indemnify and hold harmless We Florida Financial from any loss for breach of this warranty provision.

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes, or you use the Service in a manner inconsistent with the terms of any other agreement with us.

**Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**DISCLAIMER OF WARRANTIES.** You agree your use of the service and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the service, 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 the service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the service or technology will be corrected.

**LIMITATION OF LIABILITY.** You agree that we 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 the service 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 this service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if We Florida Financial has been informed of the possibility thereof.