

# Wanigas Credit Union Mobile Banking and RDC Terms and Conditions

This Agreement governs your use of Mobile Banking services and Remote Deposit services provided to you by Wanigas Credit Union.

## **MOBILE BANKING TERMS AND CONDITIONS**

For purposes of this Agreement, Mobile Banking means the financial services that Wanigas Credit Union makes available, and to which you have access, using a wireless handheld device such as a cell phone, PDA, or tablet and includes, by way of example and not limitation, mobile web banking and banking initiated by means of a downloadable application.

Your use of Mobile Banking is subject to this Agreement and to the following, all of which are considered part of this Agreement:

1. Terms or instructions appearing on Wanigas Credit Union's website and elsewhere when enrolling for, activating, accessing, or using Mobile Banking;
2. Wanigas Credit Union's rules, procedures and policies, as amended from time to time, that apply to Mobile Banking or any Account you maintain with Wanigas Credit Union;
3. Current rules and regulations, if any, of any funds transfer system or payment system used in connection with any Account; and
4. State and Federal laws and regulations, as specifically applicable.
5. Text message charges may apply. See service provider's terms and conditions.

In addition, each Account will continue to be subject to the Membership Agreement applicable to such Account. If this Agreement conflicts with the separate agreement to which an Account is subject, then this Agreement will control and take precedence, unless this Agreement expressly states otherwise.

## **RDC TERMS AND CONDITIONS**

1. **Service and Service Terms.** The following terms and conditions apply to Wanigas Credit Union REMOTE CHECK DEPOSIT SERVICE (Service) that Wanigas Credit Union may provide to Member. Member accepts and agrees that the Service or any portion of the Service may be provided by one or more subcontractors. The provisions of Wanigas Credit Union's "Terms and Conditions of Your Account" agreement and applicable service terms are incorporated into this Agreement by reference.

2. **Overview and definitions.** This Agreement states the terms and conditions by which Wanigas Credit Union will deliver to Member, the Service, as described below.

2.1 **"Member"** means a person that has a membership with Wanigas Credit Union.

2.2 **"Business Day"** means any day which Wanigas Credit Union is open to conduct substantially all of its services, but does not include Saturday, Sunday or Wanigas Credit Union holidays.

2.3 **"Item"** means a check, a paper item, or an electronic item (i.e. an electronic image of an item together with information describing that item). Acceptable items include personal checks, government checks, business checks, money orders, traveler's checks and cashiers or certified checks drawn on a US financial institution and in US funds.

**Items not allowed** include but are not limited to: Savings Bonds, Foreign Checks, Third Party Checks, any marked non-negotiable, incomplete checks, stale dated checks (older than 6 months), post-dated checks, altered checks, lottery or prize winnings and checks previously submitted for deposit.

It is understood that Member will only be transmitting electronic images of the front and back of items. In order for an item to be processed for deposit, it must be properly endorsed in the proper location on the back of the item and signed by the payee.

Best practice for endorsement is:

Signature(s)  
For Mobile Deposit Only at Wanigas CU

2.4 **"Service"** means the specific Remote Check Deposit Service provided by Credit Union. The Service shall be provided for items received with a consumer or business purpose being deposited into an account at Wanigas Credit Union.

2.5 **"Service Start Date"** means the date that the Service is first utilized by the Member.

2.6 **"Technology"** means Credit Union's or its subcontractor's deposit capture applications and processes designed to facilitate the electronic clearing of Items. Said applications are accessed through utilizing software provided by the Credit Union and are proprietary access points to payment processing networks and systems used to complete the clearing of

items. Technology may include but is not limited to Member service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by \*\*Wanigas Credit Union\*\* or its subcontractors and used in the provision of Services hereunder.

2.7 "**Access Systems**" means all services, hardware, software and other technology (including high speed Internet access service) necessary to access the Service.

2.8 "**Subcontractors**" means any third party service provider of the Service.

2.9 "**Term**" shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

### 3. **Member Obligations; Suspension of Service.**

3.1 **Member Responsibilities.** To access your account(s) with the Credit Union, Member must have an eligible account with the Credit Union. For details on individual eligibility, members should contact the Credit Union. When using the Service, Member shall provide, at Member's sole cost and expense, all Access Systems and Member shall be solely responsible for installing, maintaining, securing and supporting all such Access Systems.

Wanigas Credit Union is not responsible for any error or failures from any malfunction of any Access Systems, and Wanigas Credit Union is not responsible for any computer virus or related problems that may be associated with the access to or use of the Service. Wanigas Credit Union does not guarantee that the Service will be compatible with all computer systems and Internet browsers, routers or firewalls. Further, Wanigas Credit Union does not and cannot control the flow of data to or from Credit Union's network, its service provider's networks or other portions of the Internet. Accordingly, Wanigas Credit Union cannot guarantee that Member's connection to the Internet will not be impaired or disrupted, and Wanigas Credit Union hereby disclaims any and all liability resulting from or related to such events.

3.2 **Withdrawal of Access/Suspension of Service.** Wanigas Credit Union reserves the right to deny, suspend or revoke access to the Service immediately, in whole or in part, at its sole discretion, without notice if Wanigas Credit Union believes Member is in breach of this Agreement or otherwise using or accessing the Service inconsistent with the terms and conditions hereof. Further, Wanigas Credit Union or its subcontractor shall have the right to suspend the Service immediately in the event of an emergency.

3.3 **Handling of Transmitted Items.** Member shall be responsible for safekeeping and destruction of original items which are scanned, transmitted electronically and deposited using the Service and indemnifies and holds Wanigas Credit Union harmless from any liability with respect to (i) the safekeeping, use or destruction of the original items after they are scanned, transmitted and deposited electronically using the Service, or (ii) for any Items being submitted for deposit or presented for payment more than once. There are no laws or regulations that state how long original items should be retained prior to destruction, therefore, retention timeframes are set at the Member's discretion.

3.4 **Account Statement Examination.** Unless Member notifies Wanigas Credit Union of any errors to deposits made through the Service within 60 days after the applicable account statement is mailed or otherwise provided to Member, such statement regarding all deposits made through the Service shall be deemed to be correct.

3.5 **Processing of Items.** Images of items transmitted by Member are not considered received by Wanigas Credit Union until Member has received an electronic confirmation of the receipt of the deposit from Credit Union. However, receipt of the confirmation from Wanigas Credit Union does not mean that the transmission was error free or complete. Errors could include, but are not limited to, missing or illegible information, duplicate item or incorrect information. Items transmitted by the Member and received by Wanigas Credit Union or its subcontractors by 4:00 PM EST Monday through Friday, shall be credited to the Member's applicable account on the same Business Day. Items received by Wanigas Credit Union after 4:00 PM EST on any Business Day shall be credited to the Member's applicable account on the next successive Business Day. Any check written for a large amount is subject to review by the credit union before release.

3.6 **Funds Availability.** Deposited funds will be available in accordance with the Funds Availability Policy disclosure. Any crediting of the Member's account for items deposited via this Service is provisional, subject to verification and final settlement. Any dishonored items will be returned as an image of the original or as a substitute check. Any dishonored item is subject to a fee according to the Wanigas Credit Union Fee Schedule at the time of the return.

3.7 **Fees:** Please refer to Wanigas Credit Union Fee Schedule.

### 4. **Warranties and Disclaimers**

4.1 Member shall not use the Service in any way that could potentially harm Credit Union's network or sites, or the network or sites of its third party service providers. Member shall not nor shall they permit or assist others to abuse or fraudulently use the Service. The member shall not attempt to deposit the item in any way after submitting it via this service, unless it is confirmed rejected. The member acknowledges that items must be legible and may not be accepted if not legible. Member shall not use the Service in any way that: (i) transmits any item or other materials via the Service that is deceptive, duplicated or fraudulent; (ii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing banking and criminal activity); (iii) transmits or distributes any viruses, worms, time bombs, Trojan horses, or other destructive software or devices; (iv) attempts to break or circumvent security, or in fact, breaks or circumvents security of any computer network of Credit Union, its subcontractors or service providers.

4.2 **Disclaimer.** Wanigas CU will not be held responsible for any loss caused by the deposit of this item. Wanigas Credit Union warrants that the Service shall be performed in a work person like and professional manner consistent with banking industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND WANIGAS CREDIT UNION HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

## 5. LIMITATION OF LIABILITY

5.1 **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE WANIGAS CREDIT UNION NOR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY ARISING OUT OF YOUR USE OF THE SERVICE, WHETHER CAUSED BY THE CREDIT UNION, ITS SUBCONTRACTORS OR SERVICE PROVIDERS, AS WELL AS MEMBER'S USE OF THE SERVICE, EQUIPMENT, OR SOFTWARE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL THE WANIGAS CREDIT UNION OR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE, EQUIPMENT OR SOFTWARE USED BY THE MEMBER OR WANIGAS CREDIT UNION IN CONNECTION WITH OPERATION OF THE SERVICE, EQUIPMENT OR SOFTWARE.

## 6. Termination.

6.1 **Termination.** Wanigas Credit Union may immediately terminate the Service or any portion of the Service if Wanigas Credit Union determines that such Service or portion of any Service is in violation of any law or regulation, or in its sole discretion and with notice, decides to cease providing this Service. Except in the event of emergency or to safeguard Credit Union's accounts, networks or systems, Wanigas Credit Union shall give written notice of such termination or access limitation, which may be given by Internet secure message, or sent to you at the address shown on our records, or sent to you by electronic mail message (email). Member may terminate the Service with notice to Wanigas Credit Union in person, by phone, written notification through postal mail or by electronic mail message (email). No minimum time is required by the member for notification to Credit Union.

## 7. Miscellaneous Provisions.

7.1 **Notices.** Member agrees that any notices required or permitted under this Agreement may be given electronically.

7.2 **Governing Law.** This Agreement will be governed by and interpreted in accordance with federal laws and regulations, and to the extent there is no applicable federal law or regulation, by the State of Michigan.

7.3 **Subcontractors.** Wanigas Credit Union may use third party service providers to provide some or all of the Service under this Agreement on behalf of Credit Union.

7.4 **Amendments.** Unless applicable law provides otherwise, this Agreement may be amended by notice sent electronically or by mail to Member at Member's last address known to Wanigas Credit Union to be effective not less than thirty (30) days after the day transmitted or mailed. Wanigas Credit Union shall not be bound by any modification of this Agreement unless Wanigas Credit Union expressly agrees to the modification in writing. Member shall have the right to terminate the Agreement prior to the effective date of the amendment. By choosing to continue using the Service, Member will accept the amendments. This Agreement supersedes all prior agreements and amendments.

7.5 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all existing agreements and all other related communications, written or oral.

**Mobile Banking Tips:**

- Password protect the mobile device.
- Download signed applications only from trusted sources.
- For mobile devices using the Android operating system, do not enable Android's "install from unknown sources" feature.
- Keep the mobile device with you or secure the device when not in use.
- Frequently delete text messages received from the credit union.
- Notify the carrier immediately if the mobile device is lost or stolen so that it can be deactivated.
- Do not modify the mobile device as it may disable important security features.
- Install antivirus software.
- Check your Wanigas account frequently and notify the credit union of any unauthorized transactions.
- Do not respond to text messages requesting personal information, such as Social Security numbers, credit/debit/ATM card numbers, and account numbers.
- Adopt safe practices as you would using your personal computers, including not opening attachments or clicking on links contained in email received from unfamiliar sources.