

*By enrolling in the Mobile Banking Service you are agreeing to the terms and conditions in the Mobile Banking and Remote Deposit Capture Disclosure and Agreements below. Please read these disclosures carefully and print them for your records. A copy of these Agreements can be printed by using your browser's print command and a printer. You may also print this document from the Credit Union's website at [www.CentralStateCU.org](http://www.CentralStateCU.org) in the Disclosure Central area under the Products and Services tab, using your computer's browser and a printer. In addition, this Agreement is accessible on our mobile website at [www.goCSCU.org](http://www.goCSCU.org) by clicking Agreement. If you are unable to print this document, a copy can be provided to you by the Credit Union upon request.*

## **MOBILE BANKING AND REMOTE DEPOSIT CAPTURE DISCLOSURES AND AGREEMENTS**

### **GENERAL TERMS AND CONDITIONS**

#### ***APPLICABLE TO BOTH MOBILE BANKING AND REMOTE DEPOSIT CAPTURE SERVICES***

These Mobile Banking and Remote Deposit Capture Disclosures and Agreements as amended from time to time ("Agreement") set forth the terms and conditions governing the use of Central State Credit Union's: A) Mobile Banking service; and B) Remote Deposit Capture service. Please read these Disclosures and Agreements completely and retain them with your personal records. By using, or allowing another person to use, the Mobile Banking and/or Remote Deposit Capture services offered by Central State Credit Union, you are agreeing to be bound by the terms and conditions of these Disclosures and Agreements. In these Disclosures and Agreements, the terms "you" and "your(s)" refer to the member, and the terms "we", "us", "our(s)" and "Credit Union" refer to Central State Credit Union. All Disclosures and Agreements shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC).

#### **ELECTRONIC DISCLOSURE OF MOBILE BANKING AND REMOTE CAPTURE DISCLOSURES AND AGREEMENTS**

By accessing the Mobile Banking and Remote Deposit Capture services, you acknowledge electronic receipt of the Credit Union's Mobile Banking and Remote Deposit Capture Disclosures and Agreements. You agree that you have read these Disclosures and Agreements in their entirety and will abide by their terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of these Disclosures and Agreements unless you specifically request it.

#### **WHO IS BOUND BY THESE AGREEMENTS**

Each person "signer" who completes the mobile enrollment form to use the Mobile Banking, Short Message Service "SMS" Banking and Remote Deposit Capture services and/or enters their PIN agrees to be bound by the terms and conditions of these Disclosure and Agreements. If more than one account owner enters their PIN, or completes the mobile enrollment form, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Disclosures and Agreements are also binding upon your heirs, personal representatives and successors. By accessing the system, or authorizing anyone else to access the system, and/or by completing the mobile enrollment form, you agree to be bound by the terms and conditions of the Disclosures and Agreements.

#### **ELIGIBILITY LIMITATIONS**

You may not be eligible for these services if any of the following apply:

- Your account is frozen for any reason including, but not limited to, fraud.
- You have mishandled these services or your account.
- You have not notified the Credit Union of a change of address and/or we have received returned mail for you.
- Your account is a blocked trust account.
- You have defaulted on any agreement with the Credit Union including, but not limited to, an account agreement, a loan agreement or a Courtesy Pay Repayment Plan.
- Your account has been opened 30 days or less (restricts Remote Deposit Services only).

## **SERVICE AND MAINTENANCE**

From time to time, the Credit Union may disable the Mobile Banking and Remote Deposit Capture Services without prior notice for scheduled maintenance and upgrades to the system.

## **ADDRESS CHANGE**

You are required to have a valid, accurate email address on file in order to enroll in Mobile Banking and to receive special notifications regarding your Mobile Banking or Remote Deposit Services. You are required to keep the Credit Union informed of your current address or e-mail address to insure correct mailing of monthly statements.

## **BUSINESS DAYS**

For purposes of these disclosures, our business days are Monday through Friday, excluding holidays.

## **TERMINATION**

You may terminate these Agreements with us at any time. The Credit Union reserves the right to terminate these Agreements and/or your use of the Services with or without cause. We may do so immediately if:

- a) you or any authorized user of your account breaches either of these or any other agreements with the Credit Union;
- b) we have reason to believe that there has been or might be an unauthorized use of your account; or
- c) you or any authorized user of your account requests that we do so.

## **ATTORNEYS' FEES AND OTHER FEES**

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under these Agreements.

## **ADDITIONAL BENEFIT ENHANCEMENTS**

The Credit Union may from time to time offer additional services to you in connection with your accounts.

Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

## **RESERVATION OF RIGHTS**

Failure or delay by the Credit Union to enforce any provision of these Agreements or to exercise any right or remedy available under these Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

## **OTHER AGREEMENTS**

Except as stated otherwise in the Agreements, these Agreements do not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

## **SEVERABILITY**

If any part of these Agreements should be held to be unenforceable, the remaining provisions of these Agreements shall remain in full force and effect.

# **A. MOBILE BANKING DISCLOSURE AND AGREEMENT**

The Mobile Banking Disclosure and Agreement is incorporated by this reference and becomes a part of Central State Credit Union's Electronic Funds Transfer Disclosure and Agreement effective November 1, 2013. All other terms and conditions of your Electronic Funds Transfer Disclosure and Agreement, as amended, remain in force.

## **SERVICES**

The Mobile Banking service allows you to access your account information through your smart phone. You may access the Mobile Banking service either by mobile application or mobile Web browser. The Mobile Banking service also allows you to request and receive account information and notification via text message.

## **SYSTEM REQUIREMENTS**

To use the Mobile Banking service, you must have a smart phone with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability and a Mobile Banking service user name and password. Third party fees may apply for data, text messaging and Internet access. Contact your mobile device carrier for additional information.

- To access the Mobile Banking service using the Mobile Web Banking option, visit CentralStateCU.org or goCSCU.org on your mobile Web browser.
- To access the Mobile Banking service using the application option, download the Central State Credit Union Mobile Application from your device's application store. The Operating System version must be compatible with the latest version of the application, as determined by your device's application store.
- To use the SMS Banking option, you must have enrolled in Mobile Banking. While logged into the Mobile App, activate the SMS Banking feature by selecting the SMS/Settings button. Select "Add a mobile number" and follow the instructions.

## **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

You will receive a monthly account statement reflecting all of your transactions unless there is no activity in a particular month and in any case you will receive a statement at least quarterly. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (209) 444-5300 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or pre-authorized deposits, you will get at least a quarterly statement from us. You can also use our Call-24 service or log into Online Banking or Mobile Banking to confirm that we have received your deposit.

## **HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION**

If you believe your PIN or access code has been lost or stolen or someone has transferred or may transfer money from your account without your permission, call us at (209) 444-5300 or (800) 675-5114 or write us at P.O. Box 1329, Stockton, CA 95201.

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

## **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING YOUR PIN OR ACCESS CODE**

Tell us AT ONCE if you believe your Personal Identification Number (PIN) or Access Code has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your PIN or Access Code without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your PIN or Access Code, and we can prove that we could have stopped someone from using your PIN or Access Code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the PIN or Access Code, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

## **PERSONAL IDENTIFICATION NUMBER**

You will select a Personal Identification Number (PIN). This number should be memorized. Your accounts can only be accessed by the use of an access device with the PIN. If you forget your PIN, contact the Credit Union to re-set your PIN.

## **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transaction to or from your accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the network system was not working properly and you were aware of the malfunction when you started the transaction;
- d) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transactions despite reasonable precautions that we have taken;
- e) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- f) your PIN/Access Code has been entered incorrectly;
- g) the payee mishandles or delays a payment sent by our bill payment service provider;
- h) you have not provided our bill payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

## **CHARGES**

There are no fees for using the Mobile Banking Services. However, your mobile carrier may charge for Internet access or text messaging associated with SMS Banking. Contact your mobile device carrier for additional information.

## **AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of our services or designated accounts.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at (209) 444-5300 or (800) 675-5114 or write us at P.O. Box 1329, Stockton, CA 95201 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- a) Tell us your name and account number (if any).
- b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

\* If you assert an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

\*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your account or the transfers you make:

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

## **TRANSACTIONS AVAILABLE**

You may use the Mobile Banking service to perform the following transactions:

- Obtain account balance information;
- Obtain up to twenty-four (24) months of History on your accounts;
- Transfer funds between your accounts within the same membership number;
- Send and receive SMS messages (SMS Banking) to obtain balance and history information;
- Send money to a third party through PayPal service from your checking account;
- Obtain spending pattern graph inquiries; and
- Make remote capture deposits.

The following are limitations to the use of the Mobile Banking service:

- A service charged as stated on the Fee Schedule will be assessed to your account for each PayPal transaction.
- No more than six preauthorized, automatic, online, or telephone transfers may be made from your Share/Savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month, and no more than three of these six transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request, and the Credit Union may reclassify or close your account.

## **B. REMOTE DEPOSIT CAPTURE DISCLOSURE AND AGREEMENT**

The Remote Deposit Capture Disclosure and Agreement is incorporated by this reference and becomes a part of Central State Credit Union's Remote Deposit Capture Disclosure and Agreement effective November 1, 2013. All other terms and conditions of your Remote Deposit Capture Disclosure and Agreement, as amended, remain in force.

### **REMOTE DEPOSIT CAPTURE SERVICES**

Remote Deposit Capture Service ("Service") allows you to remotely deposit paper checks from your mobile device to your Credit Union account by electronically transmitting a digital image of the paper check to the Credit Union.

### **SYSTEM REQUIREMENTS**

To use the Service, you must meet the following criteria:

- You must have a smart phone with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your smart phone device carrier for additional information.
- You must have the CSCU Mobile Application installed on your smart phone device. The CSCU Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application as determined by your device's application store.
- You must be enrolled in the Mobile Banking Service.

### **HOW TO NOTIFY US IN CASE OF ERRORS**

If you believe there has been an error with respect to any original check or image transmitted to the Credit Union for deposit, call us at (209) 444-5300 or (800) 675-5114 or write us at P.O. Box 1329, Stockton, CA 95201.

### **CHARGES**

There are no fees for using the Remote Deposit Services.

### **AMENDMENTS**

The Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. We will notify you of any material change to this Disclosure and Agreement via e-mail, app update, or on our website by providing a link to the revised Disclosure and Agreement. You will be prompted to accept or reject any material change to this Disclosure and Agreement upon next use of the Service after Central State Credit Union has made the change before you will be permitted to continue accessing the Services. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change. Your acceptance of the revised Terms and Conditions along with the continued use of the Remote Deposit Capture service will indicate your consent to be bound by the revised Disclosure and Agreement.

### **CUT-OFF TIME AND CREDIT TO YOUR ACCOUNT**

Deposits received prior to 7:00 p.m. Pacific Standard Time (PST) on a business day the Credit Union is open will be credited to your account on the same business day. Deposits received after 7:00 p.m. PST or on any day the Credit Union is not open, including holidays, will be credited on the next business day.

### **FUNDS AVAILABILITY**

Our policy is to make the first \$200 in funds from an image of an item you submit through the Service available to you on the first (1<sup>st</sup>) business day after the day we receive your deposit. The remainder of your funds will be available on the second (2<sup>nd</sup>) business day after we receive your deposit. If we are not going to make all of the funds from your deposit available on the second (2<sup>nd</sup>) business day, we will notify you after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

### **REQUIREMENTS OF CHECKS TRANSMITTED**

Prior to scanning the check, you must add your signature endorsement and your Credit Union account number to the back of the check, or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Service as the Credit Union may establish from time to time.

You must provide the Credit Union a complete, legible and accurate image of the front of the check showing the name of the drawer/payor and signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information.

You must also provide the Credit Union a complete, legible and accurate image of the back of the check showing your signature endorsement.

## DEPOSIT LIMITATIONS

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned.

The current individual item dollar limit is \$1,500.00 and the current daily dollar aggregate item limit is \$5,000.00. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.

The following are examples of items **not** accepted for deposit through the Remote Deposit Capture service (this list is not exhaustive):

- Items made payable to a third party (i.e., any person or entity not a party to the account).
- Items displaying a “non-negotiable,” “void” or similar notation or watermark.
- Items containing evidence of alteration or other indicators that call into question either the authenticity of the item or your authority to negotiate it.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are savings bonds.

## MEMBER RESPONSIBILITIES

You are solely responsible for:

- Transmitting to the Credit Union a complete, accurate and legible image of the front and back of the original check without any alteration.
- Paying any overdraft or NSF fee charged by the Credit Union or any third party as a result of the Credit Union’s rejection of any item(s), or for any item(s) returned unpaid.
- Ensuring the safekeeping or destruction of the original item after the item has been scanned, transmitted and deposited electronically.

## MEMBER WARRANTIES

By using the Service, you represent and warrant that:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union’s network, data, or related system.
- You will comply with this Disclosure and Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless the Credit Union from any loss, due in whole or in part, to the breach of this warranty provision.