

# Mobile Deposit Agreement

This Mobile Deposit Agreement (the "Agreement") governs your use of the Mobile Deposit Service that Kohler Credit Union ("us" or "we") may provide to you ("you" or "your"). Your use of the Service constitutes you accept the terms of the Agreement. This Agreement is subject to change at any time. We will notify you of any material change via email, text message, mobile application or our website by providing a link to the revised Agreement. Your continued use of the Service will indicate your consent to be bound by the revised Agreement. Further, we reserve the right to modify, add or remove portions from the Service.

## 1. Other Agreements

This Service is provided in addition to other digital banking services. All other agreements you have with us, including, without limitation, the [Account Information Brochure](#) remain in full force and effect, are not modified by this Agreement and apply to your use of the Service. You should review your other agreements with us for any other restrictions that might affect your use of the Service. If there is a conflict between any other agreement you have with us and this Agreement, the terms and conditions of this Agreement will govern your use of the Service.

## 2. Definitions

**Mobile Deposit Service** is where eligible members can convert an original, physical paper check into an electronic (digital) image via their mobile device and transmit it for deposit into an eligible Kohler CU account.

**Mobile Device** refers to an electronic device that meets the minimum hardware and software requirements such as cell phone, tablet, or smartphone that has a camera, sufficient storage, and the ability to access the internet and download applications.

## 3. Eligibility and Enrollment

To use the Mobile Deposit Service, you must:

- Be a Credit Union member that adheres to the terms and conditions governing the account relationship between you and Kohler CU.
- Be registered and enrolled in Online & Mobile Banking Service.
- Use a working mobile device with sufficient capacity and capability to take pictures, with access to supported browser, and ability to download and update applications.
- Use the latest version of the Kohler CU Mobile Application
- Supported devices located under [Policies](#).

## 4. Mobile Deposits Processing

### a. Permitted Deposit Items

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree to only deposit original items drawn on financial institutions in the United States and in U.S. dollars, such as:

- Personal checks
- Cashier's or official bank checks
- Certified checks
- Federal Reserve Bank checks
- Federal Home Loan Bank checks
- Insurance checks
- State or local government checks
- U.S. Treasury checks
- Business/payroll checks
- Other items as per our discretion

You agree that you will not transmit any of the following ineligible checks or items for deposit:

- Checks with any endorsement on the back other than that specified in this Agreement.

- Checks that have previously been submitted through this service or through a remote deposit capture service offered at any other financial institution.
- Checks previously converted to a substitute check, as defined in Reg. CC
- Checks payable to any person or entity other than the person or 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.
- Checks containing an alteration, which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Cash, money orders, savings bonds, or non-negotiable items
- Checks that have been post-dated, stale-dated, or are incomplete
- Checks drawn on a foreign financial institution or in a foreign currency
- Third-party, counter checks, starter checks, or traveler's checks

**We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you.** We are not responsible for incomplete items or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Kohler CU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back any item to an eligible account you own that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs or fees you may incur as a result of our chargeback of an ineligible item.

#### **b. Deposit Limitations**

The following limitations apply for mobile deposits:

- Daily Deposit Limit : \$3,500.00

**Daily Deposit Limit:** The maximum deposit limit in a single day.

#### **c. Endorsements**

You agree to have ALL payees sign the back of the check. You agree to add the following the restrictive endorsement to the back side of each check prior to transmitting it to us for deposit:

*"For Mobile Deposit at Kohler Credit Union Only"*

#### **d. Mobile Deposit Cut-off Time**

You may submit a mobile deposit transaction at any time. However, approved items deposited prior to 4:00 PM CT will be credited the same business day. Approved items that are deposited on Saturdays, Sundays, federal holidays or on a business day after 4:00pm will be credited to your account on the following business day after the day of deposit.

#### **e. Funds Availability**

The Credit Union reserves the right to place a hold on any check we receive at any time. We will notify you by mail, email and/or secure digital banking message if we place a hold on your Mobile Deposit. For additional details on when your funds will be made available for withdrawal, please review the section of the Account Information Brochure [Funds Availability Policy Disclosure](#).

#### **f. Check Retention**

Images of your Mobile Deposit items will be available within your digital banking transaction history. You agree to provide the original check within 14 days if we request it.

We require you to securely store the original, physical paper check for a minimum of 60 calendar days. After 60 days, you agree to destroy the check that you transmitted as an image to render it incapable of further transmission, deposit or presentment.

**g. Returned Items**

If any item is returned back 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 applicable fees as disclosed in our [Fee Schedule](#). Repeated returned deposits may result in the cancellation of your Mobile Deposit Service.

**h. Errors**

If, for any reason, you believe that a deposit has been processed incorrectly, or received in error, you agree to immediately contact our Member Service (888.528.2595) to notify us of the matter. You should closely monitor statements and report any errors or discrepancies to us within 60 days. If you do not report an error within this time frame, we will consider the transaction final and you are prohibited from making any claim against us.

**i. Warrants and Guarantees**

You warrant and guarantee to Kohler CU that you will:

- only transmit eligible items.
- not transmit duplicate items.
- not re-deposit or re-present the original item.
- provide true, accurate and complete information to Kohler CU and you are not aware of any factor that could impair the collectability of the item.

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions and resolution of third party claims, including by providing, upon request any records relating to such items and transmissions.

You agree to indemnify and hold harmless Kohler Credit Union from any loss for breach of this warranty provision. Any breach of the above warranties may result in cancellation of the Service and closure of your accounts.

**7. Service Termination or Suspension**

You agree to follow any and all procedures and instructions for use of the Services as Kohler CU may establish from time to time. We reserve the right to suspend your use of Mobile Deposit Service at any time. We also reserve the right to suspend or terminate the Mobile Deposit Service in the event of abuse, fraud, negligence, or other activity that we deem unlawful or harmful.

**8. Fees**

Account or transactional fees may apply. Refer to the Kohler Credit Union [Fee Schedule](#) for complete details. You authorize Kohler CU to deduct any such fees from any Kohler CU account in your name.