

Maine Family Federal Credit Union

Mobile Services Terms and Conditions

By selecting "Accept" you understand and agree to the terms and conditions described below.

To enroll in Mobile Banking, you must first be a registered user of our Home Banking service and have a valid e-mail address registered to your account. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Maine Family Federal Credit Union account information, make payments to payees, transfer funds and conduct other banking transactions.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Maine Family FCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Remote Deposit Capture (RDC)

Funds deposited via Mobile Deposit Service may not be available for immediate withdrawal. Please consult your Funds Availability Disclosures for further information. Please note that a mobile deposit is not considered to have been made in person to an employee of Maine Family Federal Credit Union.

1. Only the following items are eligible for RDC deposit: checks drawn on U.S. financial institutions in U.S. dollars, or checks drawn on United States Treasury, or checks drawn on any state or local government of the United States. Checks must be payable to you and endorsed by you with the restrictive legend on the back of the check, **"For eDeposit only to MFFCU Account No. _____"**. You agree not to attempt to use RDC to deposit checks with any of the following characteristics: a. The check is not payable to you; b. There is any apparent alteration to the front of the check; c. You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn; d. The check is payable in a currency other than U.S. dollars; e. The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act; f. The check has been remotely created; g. The date of issue of the check is more than 6 months prior to the attempted deposit date; h. You have any reason to believe that the check will not be paid by the institution on which it is drawn.
2. Remote Deposit Capture (RDC) allows you to make check deposits to your accounts from remote locations by scanning both sides of the check and delivering the check images and associated deposit information to MFFCU.
3. MFFCU is not responsible for any technical difficulties you experience attempting to use RDC. You agree and understand that RDC may at times be temporarily unavailable. In the event that RDC is not available, you acknowledge that you can deposit an original check at a MFFCU branch, shared branch location, or by mailing the original check to a MFFCU branch location. It is your sole responsibility to verify that items deposited using RDC have been received and accepted for deposit.
4. To use MFFCU's RDC service, you must have a suitable mobile device.
5. MFFCU reserves the right to deny, revoke, or place limitations on the use of RDC for any reason not prohibited by law. Accounts not eligible for RDC include but are not limited to: accounts that have caused a loss to the Credit Union, or misuse of this product or any other product and service of the Credit Union.
6. You agree that once you have received confirmation that we have successfully processed your RDC deposit, you will clearly mark "void" and retain for at least an additional fifteen (15) business days. You agree to defend, indemnify and hold MFFCU and any MFFCU third party service provider from any claims, damages, losses, liability or expenses to which we and/or our service provider may become subject as a result of an item you deposited via RDC being presented for duplicate payment. You agree that you will never re-present the original check for payment.

7. MFFCU places a daily aggregate limit of \$5,000.00 on funds deposited through Remote Deposit Capture. Any item which would exceed that limit will be rejected.
8. We may terminate or change the terms of RDC service at any time, including but not limited to the categories of checks we will accept for deposit via RDC or endorsement requirements, with or without notice to you.
9. We may, at our sole discretion, refuse to accept any item presented for deposit via RDC. We will notify you via the method agreed with you if we do this. We will have no liability to you for declining to accept items presented for deposit via RDC.
10. Funds from any check deposited via RDC will be available to you according to Federal Regulation CC and the Expedited Funds Availability guidelines. We may make funds available sooner depending on factors we at our sole discretion deem relevant, including but not limited to your account history with MFFCU and your creditworthiness.
11. You agree to notify us of any errors with respect to RDC deposits within 30 days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. We will not, however, be responsible for errors asserted more than 30 days after we send you the periodic statement on which they appear. In the event of an error with respect to any original check or image thereof transmitted to us for deposit or a breach of the agreement, you will immediately contact us at Maine Family Federal Credit Union, 555 Sabattus Street, Lewiston, ME 04240, or call 1-800-783-2071 or email us using our secure messaging service within the Maine Family @ Home Online Banking.
12. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE SERVICES 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 SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
13. **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 LOST PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES, INABILITY TO USE THE SERVICES, OR TERMINATION OF THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FCCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.