

## **MOBILE BANKING & MOBILE DEPOSIT DISCLOSURE**

These Mobile Banking and Mobile Deposit Disclosures and Agreements as amended from time to time ("Agreement") set forth the terms and conditions governing the use of Beehive Federal Credit Union's: A) Mobile Banking service; and B) Mobile Deposit service. By using, or allowing another person to use, the Mobile Banking and/or Mobile Deposit services offered by Beehive Federal 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)" "BFCU" and "Credit Union" refer to Beehive Federal Credit Union. All Disclosures and Agreements shall be construed in accordance with the provisions of the Uniform Commercial Code (UCC).

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

Each person "signer" who downloads the Bhive FCU app to use the Mobile Banking and Mobile Deposit services and/or enters their username and password agrees to be bound by the terms and conditions of these Disclosure and Agreements. If more than one account owner enters their username and password all signers are jointly and severally liable. 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, 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 defaulted on any agreement with the Credit Union including, but not limited to, an account agreement, or a loan agreement.
- You have an invalid email address.

### **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:

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

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. 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. 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.

### **USER SECURITY**

You agree not to give or make available your mobile banking service username, password or other means to access our mobile banking service to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using our mobile banking service. If you permit other persons to use your mobile device, BFCU mobile banking service, username and password or other means to access your accounts through our mobile banking service, you are responsible for any transactions they authorize. If you believe that your BFCU username and password, mobile device or other means to access your accounts through our mobile banking service has been lost or stolen or that someone may attempt to use our mobile banking service to access your accounts or has transferred money without your consent, you must notify us promptly. For business accounts, the Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account or service resulting from any compromise of your data.

### **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 username and password have 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.
- 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.

#### **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.
- d) If you give us your prior oral or written permission.

#### **TRANSACTIONS AVAILABLE & LIMITATIONS**

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 tax identification number.
- Make mobile deposits.
- Control debit/credit card.
- Make payments using bill pay.
- View documents.

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

- 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. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed.

#### **MOBILE DEPOSIT**

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

Deposits received prior to 6 p.m. Mountain Standard Time (MST) on a Monday through Friday (excluding legal holidays) will be credited to your account on the same business day. Deposits received after 5 p.m. MST or on any day the Credit Union is not open, including legal holidays, will be credited on the next business day.

##### **FUNDS AVAILABILITY**

Our policy is to make the first \$225 in funds from an image of an item you submit through the Service available to you on the first (1st) business day we receive your deposit. The remainder of your funds will be available on the third (3rd) business day after we receive your deposit. If we are not going to make all of the funds from your deposit available on the third (3rd) business day, we will notify you after we receive your deposit. In the event that your account has had a returned item through mobile deposit longer hold times may apply to future deposits.

##### **CHECK REQUIREMENTS**

Checks must be endorsed on the back with signature, your Credit Union account number, and the words 'For Mobile Deposit only at Beehive FCU' prior to scanning. The image of the front or back of the check must be complete, legible, and accurate. The front showing the name of the drawer/payor and signature(s), the paying bank's preprinted information, MICR encoded information, the name of the payee, and the payment amount information. The back of the check must include your signature endorsement. You must also maintain a copy of the check for 75 days.

##### **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 \$5,000 and the current daily dollar aggregate item limit is \$5,000. 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 items are not accepted through the Mobile Deposit service:

- 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.
- Post dated checks.
- Previously deposited checks or check images.
- Money orders.
- Traveler's checks.
- Amex Gift Cheques.
- Savings Bonds.
- Checks that require specific endorsements.
- Cash.

You may review your deposit status on the Mobile Deposit App. You will receive an email notification on whether the deposit was accepted or rejected.

### **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 non-sufficient 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 for 75 days 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 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.

### **RETURNED DEPOSITS**

A returned deposit fee will be charged to the account to which the deposit was made or any account where funds are available. Regular return deposit fees will apply.

### **AMENDMENTS TO MOBILE BANKING & MOBILE DEPOSIT DISCLOSURE**

The Credit Union may change the terms and conditions of this Agreement from time to time. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least 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.

### **TO CONTACT THE CREDIT UNION**

Phone: (208) 656-1000

Email: [bfcu@beehive.org](mailto:bfcu@beehive.org)

Mail: PO Box 40, Rexburg, ID 83440