



## Mobile Check Deposit Agreement and Disclosure

This Mobile Check Deposit Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the Mobile Check Deposit service offered to you by Launch Federal Credit Union ("Launch FCU"). In this Agreement, the words "you," "your," and "yours," mean those who sign the account card as members, joint owners, or any authorized users. The words "we," "us," and "our," mean Launch FCU. The word "account" means any one (1) or more savings and checking accounts you have with Launch FCU. Your acceptance of this "Mobile Check Deposit Agreement and Disclosure" is hereby incorporated into and made a part of your "Member Service Agreement and Disclosures". If any other agreement between you and us is inconsistent with this Agreement and Disclosure, this Agreement and Disclosure will control mobile check deposits.

**Mobile Check Deposit Service** – If approved, you will be authorized to remotely deposit paper check(s) and associated information into eligible Launch FCU accounts with a compatible mobile device which then delivers the images and associated deposit information to Launch FCU electronically. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until we notify you of receipt of the image. You understand that, in the event you receive notification confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information transmitted to us by you. We are not responsible for any image not received. Notwithstanding anything to the contrary, Launch FCU reserves the right, within its sole and absolute discretion, to accept or reject any item for Mobile Check Deposit into your account. Launch FCU's acceptance of any check(s) does not guarantee the check(s) will clear the payee's account. You understand that any amount credited to your account for items deposited using Mobile Check Deposit, is a provisional credit and you agree to indemnify Launch FCU against any loss suffered because of the acceptance of the imaged check deposits. There is currently no fee associated with using this service.

In providing Mobile Check Deposit, we may utilize and rely upon one or more Third Party Service Provider(s) to provide file acknowledgement, file transmission, database storage, database access, data communications and other services to Launch FCU. We may change the service provider at any time. You waive any and all rights or recourse, directly or indirectly, against any Third Party Service Provider(s).

You agree not to (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or service, (ii) copy or reproduce all or any part of the technology or service; or (iii) interfere, or attempt to interfere, with the technology or service.

**Equipment and System Requirements** – At your sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of and that fulfills your obligation to obtain, and maintain, secure access to the Internet. Your Mobile Device must support the Apple or Android App to use Mobile Check Deposit. We are not responsible for the functionality or maintenance of any third party hardware or software you may need to use Mobile Check Deposit. You will arrange with established telecommunication companies for the transmission of data between you and Launch FCU, and we will have no responsibility with respect to such companies or their services.

**Compliance with Law** – You agree to use the Mobile Check Deposit Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that only acceptable items for deposit will be



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transmitted and you have handled the original item(s) in accordance with applicable laws, rules and regulations. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including legal fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and Agreement.

**Eligibility and Qualification Requirements** – To qualify for Mobile Check Deposit, you must meet eligibility criteria as dictated by us, including having all accounts in good standing.

**Check Requirements** – Any check image that you transmit to us must accurately and legibly provide all the information on the front and the back of the check at the time presented. Prior to scanning the original check, you must endorse the back of the original check. The endorsement must include the following. If any information is missing, the item will not be accepted for deposit.

- The words “For Mobile Deposit Only at Launch FCU”
- Your signature
- Your Account Number
- Daytime Phone Number

The scanned check transmitted to us must accurately and legibly provide the following:

- The information identifying the maker of the check (name and address)
- The name of the financial institution.
- Complete and accurate MICR information
- Complete and accurate signature(s)

The image quality for the check must meet the standards for image quality established by The American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. It is your sole responsibility to verify that items deposited using Mobile Check Deposit have been received and accepted for deposit by Launch FCU. Once you receive verification of deposit, write “SCANNED” on the front of the check.

**Rejection of Deposit** – We are not liable for any service or late charges levied against you due to us rejecting any transmitted item. In all cases, you are responsible for any loss or overdraft plus any applicable fees charged to your account due to an item being returned or rejected.

**Items Returned Unpaid** – A written notice will be provided to you should a transaction be returned to us for any reason. You authorize us to debit your account for any item, which is returned or dishonored, including any applicable fees or charges.

**Email Address** – You agree to notify us immediately of any change in your email address, as this is the email address where we will send notification of any receipt or rejection of mobile deposit items or any change to the Mobile Check Deposit Service.



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**Unavailability of Mobile Check Deposit** – You understand and agree that Mobile Check Deposit may at times be temporarily unavailable due to our system maintenance or technical difficulties including those of the Internet and cellular service providers. In the event that Mobile Check Deposit is unavailable, you acknowledge that you can deposit an original check at any of our branches, through an ATM, or by mailing the original check to us at 300 South Plumosa Street, Merritt Island, FL 32952.

**Business Day and Availability Disclosure** – Our business days are Monday through Friday, except federal holidays. Specific hours of operation are posted at [www.LaunchFCU.com](http://www.LaunchFCU.com).

**Funds Availability** Mobile Check Deposits will be placed on a two business day hold. In some cases, a longer hold may be placed. The length of hold can be verified by clicking in the Online Banking “Available Balance column”. Deposits received by the daily cutoff time of 1:30 pm EST will be credited the same day. Deposits received after the daily cutoff time or on a non-business day will be considered a deposit made on the next business day we are open.

**Account Holder’s Warranties** – You make the following warranties and representations with respect to each image of an original check transmitted to us utilizing Mobile Check Deposit:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- Each check is properly payable in accordance with applicable law, including, without limitation Article 3 and 4 of the Uniform Commercial Code as adopted in the state of Florida.
- Each check is payable to you and has not been altered.
- With respect to each check, you have no knowledge of any insolvency proceeding commenced with respect to you or the drawer.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original check, or a paper or electronic representation of the original check) such that the person will be asked to make payment based on a check it has already paid.
- Other than the digital image of an original check that you remotely deposit through Mobile Check Deposit, there are no other duplicate images of the original check.
- You ensure that each original check was authorized by the drawer, in the amount stated, and to the payee stated.
- You have possession of each original check deposited using Mobile Check Deposit and no party will submit the original check for payment.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.



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**Storage of Original Checks** – You agree to securely store each original check for a period of 30 days after transmission to us. After such period expires, you will destroy the original check by shredding or by another commercially acceptable means of data destruction and shall indemnify Launch FCU for any and all losses or other damages that may result from any check deposited more than once. You understand and agree that you are responsible for any loss caused by your failure to securely control the original check(s) and expressly authorize Launch FCU to debit your account in the amount of any check, which is deposited more than once, plus any return deposit fee.

**Securing Images on Mobile Devices** – You agree to promptly complete each deposit transaction, and then confirm that the check image has been deleted from your device and all other devices and cloud storage to which the check image may have been copied. You will maintain control of your device until the check image is deleted, and will prevent all others from accessing your device until the check image is deleted.

**Accountholder’s Indemnification Obligation** – You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including legal fees and expenses arising from your use of Mobile Check Deposit and/or breach of this Agreement and Disclosure. You understand and agree that this paragraph shall survive the termination of this Agreement.

**In Case of Errors** – In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach as set forth below.

(321) 455-9400 (inside Brevard)  
(800) 622-5257 (outside Brevard)

[mserv@LaunchFCU.com](mailto:mserv@LaunchFCU.com)

Launch Federal Credit Union  
300 South Plumosa Street  
Merritt Island, FL 32952

**Limitation of Liability** – 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 LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OF OR THE INABILITY TO USE MOBILE CHECK DEPOSIT INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF MOBILE CHECK DEPOSIT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. IN THE EVENT WE ARE ADJUDGED TO BE LIABLE TO YOU FOR ANY REASON, YOU AGREE THAT WE WILL NOT BE LIABLE FOR MORE THAN \$50 IN ANY TWELVE-MONTH PERIOD.

**Warranties** – DISCLAIMER OF WARRANTIES - YOU AGREE YOUR USE OF MOBILE CHECK DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS



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IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE CHECK DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT MOBILE CHECK DEPOSIT (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) WILL BE ACCURATE, RELIABLE, OR FREE FROM ERROR, OR (iv) WILL NOT CAUSE YOU INCONVENIENCE, DELAY, OR LOSS.

**Change in Terms** – We may change the terms and charges for Mobile Check Deposit indicated in this Agreement and Disclosure by notifying you of such change in writing or email and may amend, modify, add to, or delete from the Agreement and Disclosure from time to time. Your use of Mobile Check Deposit after receipt of notification of any change by Launch FCU constitutes your acceptance of the change.

**Termination of Mobile Check Deposit** – You may, by written request, terminate Mobile Check Deposit provided for in this Agreement and Disclosure. We may terminate your use of Mobile Check Deposit at any time without notice, in our sole discretion. In the event of termination, you will remain liable for all transactions performed on your account.

**Relationship to Other Disclosures** – The information in this Disclosure applies only to Mobile Check Deposit described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

**Governing Law** – You understand and agree that this Agreement and Disclosure and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Florida, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the jurisdiction of the courts of Brevard County, State of Florida. In the event legal action is necessary to enforce this Agreement, the prevailing party has the right to payment by the other party of reasonable legal fees and costs, including any appeal and any post-judgment actions, as applicable.

**Periodic Statement** – Any remote deposits made through Mobile Check Deposit will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using Mobile Check Deposit. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us as disclosed in your Member Services Agreements and Disclosures. If you fail to notify us of an error within 60 days after the statement is sent, the statement regarding deposits made through the Mobile Check Deposit shall be deemed correct, and you fully release us from any claim related to the error.

**Limitation on Frequency and Dollar Amount** – You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of mobile deposits that are set forth by Launch FCU below.

- Per Deposit Limit –\$2,500.00
- Daily Deposit Limit –\$2,500.00
- Weekly Deposit Limit – \$5,000.00



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- Monthly Deposit Limit – \$10,000.00

**Unacceptable Deposits** – You understand and agree that you are not permitted to deposit the following items using Mobile Check Deposit:

- Checks written from the same account you are depositing into
- Checks stamped with a “non-negotiable” watermark
- Checks that contains evidence of alteration to the information
- Checks drawn on a financial institution in a foreign country
- Checks with missing information
- Stale or post-dated checks
- Savings Bonds
- Travelers Cheques
- Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party
- Photocopies of checks
- Lottery or prize winning checks
- Checks previously submitted for deposit
- Checks which represent the proceeds of illegal or immoral activities
- Items otherwise unacceptable to us, in our sole discretion

**Waiver** – The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

**Relationship** – This Agreement and Disclosure does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent or contractor of the other party for any purpose whatsoever.