

Terms and Conditions: Brazos Valley Schools Credit Union

Thank you for using **Brazos Valley Schools Credit Union** Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply.** For help, text "**HELP**" to 59289. To cancel, text "**STOP**" to 59289 at any time. In case of questions please contact customer service at 281-391-2149 or visit <http://www.bvscu.org>

Brazos Valley Schools Credit Union [Privacy Policy](#)

Terms and Conditions:

Program: **Brazos Valley Schools Credit Union** offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be on-going. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

- Questions: You can contact us 281-391-2149, or send a text message with the word "**HELP**" to this number: 59289. We can answer any questions you have about the program.
- To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: 59289. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of **Brazos Valley Schools Credit Union** or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, **Brazos Valley Schools Credit Union** and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). **Brazos Valley Schools Credit Union** and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise

authorized by you. **Brazos Valley Schools Credit Union** and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by **Brazos Valley Schools Credit Union** (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of **Brazos Valley Schools Credit Union** or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose **Brazos Valley Schools Credit Union**, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party’s account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

Brazos Valley Schools Credit Union
Remote Deposit Agreement and Disclosure
November 2015

This Remote Deposit Agreement and Disclosure (“Disclosure”), as amended from time to time, sets forth the terms and conditions for the use of our Remote Deposit (RD) which may be made available by Brazos Valley Schools Credit Union (“Credit Union”).

The Credit Union reserves the right in its absolute discretion to refuse enrollment in the Service or to discontinue access to the Service to any member for any reason.

Supported Devices

- Google Android models with Android 2.2 or newer and cameras with 2.0+ Megapixel resolution and autofocus
- iPhone 3GS and newer

General Responsibilities

1. You will ensure that checks are restrictively endorsed by writing “**Remote Deposit Only**” on the back of your check, along with your signature and account number before scanning or it will be rejected.
2. You will not transmit any duplicate items.
3. You will not redeposit the original item.
4. You will inspect and verify the quality of images and ensure that the RD images of paper checks are legible.
5. You will exercise due care in preserving the confidentiality of all information associated with the RD checks and program.
6. You will retain each original check and keep them in a safe and secure environment for not less than sixty (60) days after you have successfully deposited the check.
7. Upon a request from the Credit Union, you will promptly (within 5 business days) provide any retained original check.
8. You understand and agree that a RD check that is returned for any reason will be returned to you, and your account will be charged for the amount of the check plus any associated fee.
9. You will keep your email address current with BVSCU so that the credit union will be able to reach you if needed.
10. You will not engage in any illegal or fraudulent activity.

Deposit Limits

1. One check may be deposited at a time using the Service.
2. A maximum of \$3,000.00 per check applies to the Service.
3. The total deposit amount per day is \$3,000.00

We reserve the right to modify these limits as we deem necessary.

Unacceptable Checks for Deposit Using the Service

1. Checks not properly endorsed with a signature, account number and “Remote Deposit Only”
2. Your own Credit Union check drawn on this same account.
3. Third-party checks.
4. Checks written for over \$3,000.00.
5. Checks with qualified or conditional endorsements (for example: “Payable to Brazos Valley Schools Credit Union without recourse”).
6. Checks payable to more than one individual where all parties are not signers on the account (this includes government checks).
7. Any item stamped “non-negotiable”.
8. Bonds, money order and U. S. Treasury checks
9. Any item issued by a financial institution in a foreign country or in foreign currency.
10. Any item that is “stale dated” or “post-dated”
11. Any item that is incomplete.
12. Any item that contains evidence of alternation to the information on the check.
13. Checks written in unreadable pen colors.
14. Checks with busy illustrations, pictures, or watermarks as the system may be unable to process them.

Your Account and RD Items

1. Your Account will be provisionally credited upon the Credit Union's acceptance of the RD item. You will indemnify us for any loss we incur for accepting the item.
2. You will use your smart phone to create RD images.
3. You will enter all amounts and any other required information correctly.
4. Upon receipt of the RD item we will review the image for acceptability.
5. You understand that notifications confirming receipt of an image only confirms that we received the item and does not mean that the item contains no errors or that we accept the item.
6. As set forth in this Disclosure, all deposits received by us are accepted subject to the Credit Union's verification and final inspection and may be rejected by us at our sole discretion.
7. If a hold is placed on your RD item, you will be notified of the hold and when the funds will be made available to you.

Errors

1. You agree to immediately notify BVSCU of any suspected errors regarding items deposited through RD.
2. You understand and accept the risk that an RD item may be intercepted or misdirected during transmission. BVSCU bears no liability to you or others for any such interception or misdirection.

Unavailability of Service

The Credit Union may cause RD to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond the Credit Union's reasonable control, such as telecommunications failure or equipment failure, may also cause RD to be unavailable to you. You understand you have the right to choose another method of deposit including depositing the check at any branch or by mail.

Processing Times

1. Mobile deposits may take two business days or more to be credited to the account.
2. The business days are Monday through Friday.
3. Transmissions processed after 2:00 P.M. Central on a business day, or on any day that is not a business day, are treated as occurring on the next business day.
4. A remotely deposited check will be deemed to have been received and accepted by the Credit Union for deposit when all of the following have occurred:
 - a. the Credit Union has preliminarily verified that the image quality is acceptable to the Credit Union in its discretion,
 - b. all image information is complete, and
 - c. the Credit Union has successfully performed the verification process with respect to the deposit.
4. Remotely deposited checks received by the Credit Union for deposit may be rejected by the Credit Union at the Credit Union's sole discretion.
5. If a remotely deposited check is not accepted for deposit, you may submit the original check to the Credit Union for processing or contact the maker to reissue the check.
6. If you submit the original check for processing, the Credit Union reserves the right to refuse to process the check for deposit and may instead require you to have the maker reissue the check.

Security Procedures

You are solely responsible for establishing, maintaining, and following such security protocols as deemed necessary to ensure that RD items sent to the Credit Union are intact, secure, and confidential until received by the Credit Union.

1. Security procedures are not designed for the detection of errors, *e.g.*, duplicate transmissions of deposit items or errors in information provided to the Credit Union. The Credit Union is not obligated to detect errors by you.

Periodic Statement

1. Any remote deposits made through the Service will be reflected on your statement.
2. You are responsible for any errors that you fail to bring to our attention within the stated time periods found in the disclosures or in any agreement with us.