

# WSB eDeposit Consumer Deposit Agreement

## **Product Description**

WSB eDeposit is designed to allow you to make deposits to your checking, savings, or money market accounts from home, smart phone or tablet by scanning or taking a picture of checks and delivering the images and associated deposit information to Washington State Bank.

## **Limitations of WSB eDeposit**

When using WSB eDeposit, you may experience technical or other difficulties. Washington State Bank cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

WSB eDeposit may have eligibility requirements and Washington State Bank reserves the right to change the eligibility at any time without prior notice.

WSB eDeposit may be suspended or discontinued in, whole or in part, at any time without prior notice.

## **Eligible Items**

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC.<sup>1</sup>

You agree that the image of the check transmitted to Washington State Bank shall be deemed an "item"<sup>2</sup> within the meaning of Article 4 of the UCC as adopted by the state of Iowa.

List of checks that you may not deposit:

- ✓ Checks payable to someone other than you.
- ✓ Checks drawn on any account on which you are an authorized signer or joint account holder.
- ✓ Checks containing obvious alteration to any of the fields on the front of the check.
- ✓ Checks that you know or suspect are fraudulent.
- ✓ Checks that were previously converted to a substitute check.
- ✓ Checks that were previously deposited but returned unpaid.
- ✓ Checks drawn on a financial institution located outside the United States.
- ✓ Checks not payable in United States currency.
- ✓ Stale dated checks.

## **Image Quality**

The image of a check deposited using WSB eDeposit must be legible.

The image quality of the items must comply with the requirements established by standards organizations, the Board of Governors of the Federal Reserve Board, or clearing house associations.

## **Endorsements and Procedures**

You agree to restrictively endorse any check that is deposited by WSB eDeposit by writing "For deposit only" above your name.

## **Receipt of Items**

Washington State Bank reserves the right to reject any check deposited by WSB eDeposit.

Washington State Bank is not responsible for items Washington State Bank did not receive.

An image of a check is deemed received by Washington State Bank when you receive confirmation from Washington State Bank.

You will receive a confirmation of your deposit by email.

## **Availability of Funds**

You agree that items deposited by WSB eDeposit are subject to the funds availability requirements of Federal Reserve Board Regulation CC.

Deposits that you submit and receive confirmation of using WSB eDeposit done before 2:00 PM CT on a business day that we are open will be considered to be the day of your deposit.

Every day is a business day, except Saturdays, Sundays and Federal holidays.

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<sup>1</sup> Regulation CC defines "check" to mean a draft payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection or return, including corporate checks, consumer checks, money orders, traveler's checks, convenience checks and government warrants. The term check in Regulation CC does not include drafts drawn on branches of banks located outside the United States or drafts drawn in a currency other than U.S. dollars.

<sup>2</sup> UCC4 (9) "Item" means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip;

**Disposal of Transmitted Items**

Upon receipt of confirmation from Washington State Bank you agree:

- ✓ To mark front of the check "VOID."
- ✓ Properly destroy the check so that it cannot be represented for payment.

You agree never to re-deposit or cash a check deposited by WSB eDeposit.

**Deposit Limits**

Washington State Bank reserves the right to impose limits on the dollar amount or the number of checks that you can deposit using WSB eDeposit.

**Hardware and Software**

You are responsible for acquiring and maintaining hardware to deposit checks through WSB eDeposit

You are responsible for acquiring and maintain software to deposit checks through WSB eDeposit.

Washington State Bank can supply hardware and software requirements.

Washington State Bank is not responsible for any third-party software you may need to use WSB eDeposit.

**Presentment**

The manner in which the items are cleared, presented for payment and collected shall be at Washington State Bank's sole discretion.

**Ownership & License**

Washington State Bank retains all ownership and proprietary rights to WSB eDeposit including: associated content, technology and the WSB eDeposit Website.

**Disclaimer**

The use of WSB eDeposit and all its information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis.

**Customer warranties and indemnification**

You warrant to Washington State Bank that you:

1. Will not transmit duplicate items;
2. Will not deposit or represent the original item;
3. All information provided to Washington State Bank is accurate and true;
4. Will abide by the items included in Eligible Items of this agreement.

You agree to indemnify and hold harmless Washington State Bank from any loss for breach of this warranty provision.

**Termination of Service**

Your use of WSB eDeposit will be terminated if any of the following conditions are determined:

- ✓ Your account is frozen.
- ✓ You are suspected of fraud.
- ✓ You deposited the same item more than once.
- ✓ Your account is overdrawn for an extended number of days.
- ✓ Your return check rate increased significantly.
- ✓ You are in violation of this agreement with Washington State Bank.
- ✓ Notice of legal or regulatory action against you has been received.
- ✓ You have filed for bankruptcy.

**Acceptance of these Terms**

Your use of WSB eDeposit constitutes acceptance of this Agreement.

This Agreement is subject to change from time to time.

Continued use of WSB eDeposit will indicate your acceptance of the revised Agreement.