

Mobile Check Deposit Terms & Conditions

To view the Terms and Conditions that apply to this feature, please click the link of the bank where your account originated below.

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[Click here for SunTrust now Truist](#)

BB&T now Truist

Mobile Check Deposit Terms & Conditions

Using Mobile Check Deposit through U by BB&T, the following terms apply in addition to the applicable Bank Services Agreement, that is incorporated by reference.

The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your eligible BB&T accounts from remote locations by scanning checks and delivering the images and associated deposit information to BB&T or BB&T's designated processor.

Further, BB&T reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services and terms.

When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

BB&T is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

A fee may be charged for the Services. You are responsible for paying the fees for the use of the Services. Any fee that is charged will be disclosed prior to your deposit. BB&T may change the fees for use of the Services. You authorize BB&T to deduct any such fees from any BB&T account in your name.

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to BB&T is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by BB&T's current procedures relating to the Services or which are otherwise not acceptable under the terms of your BB&T account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the US Treasury Department.

You agree to write an endorsement on any and all items transmitted through the Services as "For deposit only, account #_____" or as otherwise instructed by BB&T. You agree to follow any and all other procedures and instructions for use of the Services as BB&T may establish from time to time.

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from BB&T that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 8 pm ET on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available no later than seven business days from the day of deposit. BB&T, in its sole discretion, may make such funds available sooner or may extend the hold period beyond seven business days based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as BB&T, in its sole discretion, deems relevant.

Upon your receipt of a confirmation from BB&T that we have received an image that you have transmitted, You agree to retain the check for at least 7 calendar days from the date of the image transmission. After 7 days, You agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to BB&T upon request.

We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time. Your check deposit limits can be found by logging into the app.

The manner in which the items are cleared, presented for payment, and collected shall be in BB&T's sole discretion subject to the Bank Services Agreement or Commercial Bank Services Agreement governing your account.

You agree to notify BB&T of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable BB&T account statement is sent. Unless you notify BB&T within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against BB&T for such alleged error.

By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. BB&T bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

The image of an item transmitted to BB&T using the Services must be legible, as determined in the sole discretion of BB&T. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by BB&T, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

You warrant to BB&T that:

- a. You will only transmit eligible items.
- b. You will not transmit duplicate items.
- c. You will not re-deposit or re-present the original item.

- d. All information you provide to BB&T is accurate and true.
- e. You will comply with this Agreement and all applicable rules, laws and regulations.
- f. You are not aware of any factor which may impair the collectability of the item.
- g. You agree to indemnify and hold harmless BB&T from any loss for breach of this warranty provision.

Any breach of the above warranties may result in cancellation of the Service for your specific profile in the BB&T mobile application, closure of your accounts, or termination of the client relationship.

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

Use of the Mitek Functionalities is limited solely to individuals and firms that are properly authorized end-user customer of Company ("Company Users"). With regard to any portion of the Mitek Functionalities or the Mobile Source Capture Product related thereto that is intended to be downloaded to and/or installed on a Company User's computing device or phone ("End User Software"), Supplier hereby grants Company a limited, non-exclusive, non-transferable right during the term of Company's license to distribute the Mitek Functionalities to make and distribute copies of such End User Software to Company Users and for Company Users to install and use such End User Software on their own computing devices or phones solely in connection with the authorized use of the applicable Mitek Functionalities, provided Company is responsible for ensuring that such Company User agrees to be bound by a separate agreement between Company and the Company User sufficient to enable Company to comply with its obligations in this paragraph as well as all other applicable obligations under this Schedule and the Agreement ("End User Agreements").

At a minimum, the End User Agreements shall require Company and each Company User to agree to the following:

(i) Company User shall use the End User Software only for Company User's own use, for lawful purposes, and in accordance with the terms of this Schedule and the Agreement;

(ii) Company and Company User understand neither Mitek nor Supplier guarantee that Company User's hardware and software will be compatible with the End User Software,

(iii) Company and Company User bear responsibility for any risk associated with deposits which are fraudulent, of unreadable image quality, or which have an incorrect declared amount;

(iv) Company and Company User are responsible for retaining and disposing of paper deposits in a manner consistent with protection against fraud;

(v) Company and Company User shall agree not to make the End User Software or any related Mobile Source Capture Product available or allow use of it in a computer service bureau business, timesharing, or otherwise disclose or allow use of the End User Software or any related Mobile Source Capture Product by or for the benefit of any third party;

(vi) neither Company nor Company User shall not copy, disassemble, decompile, or otherwise reverse engineer the End User Software;

(vii) if Company or Company User attempts to use, copy, license, sublicense, sell or otherwise convey or to disclose the End User Software, in any manner contrary to the terms of the End User Agreement, Company shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such actions;

(viii) Company's third party suppliers (including without limitation Supplier and Mitek) are entitled to exercise any defenses to which Company would be entitled under the End User Agreement; and

(ix) in no event shall Company's suppliers (including without limitation Supplier and Mitek) be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill or other losses resulting from use of the End User Software or any other Mobile Source Capture Product related thereto incurred by Company or Company User or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Company, Supplier, Mitek or their respective third party suppliers have been informed of the possibility thereof.

Supplier and Mitek shall have the same limitation of liability protections as Company in the End User Agreement and shall be included, as a supplier of the End User Software and all other Software licensed hereunder, as applicable, in any liability limitations and restrictions, and disclaimer of warranties that Company obtains from Company and/or Company User.

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Mobile Deposit Service Terms & Conditions

a. Services

The SunTrust Mobile Deposit service allows you to deposit certain items into eligible bank accounts using your mobile device.

b. Acceptance of Terms

Your use of the mobile deposit service constitutes your acceptance of the mobile deposit terms. As indicated in this overall service agreement, the terms may change from time to time.

c. Fees

There is currently no fee to use the mobile deposit service. For business accounts, transactions fees may apply.

d. Hardware and Software

To use the mobile deposit service you must have a supported mobile device with a supported camera, a data plan, and download the SunTrust Mobile or Tablet App. We do not guarantee that your particular mobile or tablet device, camera, operating system, or carrier will be compatible with the service.

e. Limitations

We assume no responsibility should you experience technical, network, or other difficulties while using the mobile deposit service or any damages as a result of these difficulties.

f. Eligible Items

You agree to transmit only deposit items (checks) as defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible specifically by the mobile deposit service.

You agree that you will not use the mobile deposit service to transmit and deposit the following items:

- Checks or items payable to any person or entity other than you, or to you and another third party.
- Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know to be suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks as defined in Reg CC.
- Checks or items not payable in United States currency.

- Checks or items dated more than 6 months prior to the date of the deposit.
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- Checks or items prohibited by our current procedures relating to the mobile deposit service or are not acceptable under the broader deposit account terms.

In addition to the checks or items listed above, the following specific items are not eligible for the mobile deposit service:

- Canadian checks
- Foreign checks
- U.S. savings bonds
- Treasury Tax & Loan (TTL) payments
- Travelers checks
- Money orders

Nothing in this mobile deposit agreement should be construed to require SunTrust to accept any check or item for deposit, even if SunTrust has previously accepted that type of item or check.

g. Image Quality

The image of a check or item transmitted to SunTrust using the mobile deposit service must be legible. The image quality must comply with standards established by the American National Standards Institute (ANSI), or any higher standards set by SunTrust. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

h. Endorsements and Procedures

Before transmitting, you agree to endorse any check or item transmitted through the mobile deposit service as instructed by SunTrust. You agree to follow any and all other procedures and instructions for use of the mobile deposit service as SunTrust may establish from time to time.

You agree that returned deposit items may result in the mobile deposit service being unavailable.

i. Receipt and Crediting of Items

We reserve the right to reject any check or item transmitted through the mobile deposit service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from SunTrust that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

As provided in the relevant deposit agreement governing your Deposit Account and subject to SunTrust's Availability Disclosure, deposits received and accepted before a particular time of the day (the "Cutoff Time") on a Business Day are credited on the same day and deposits received and accepted after the Cutoff Time on a Business Day are credited on the next

Business Day. SunTrust may establish later Cutoff Times for checks and items deposited via the Service, crediting your Mobile Deposit Account for such checks and items even if received and accepted after the applicable Cutoff Time specified in the relevant deposit account agreement governing your Deposit Account. In the event that SunTrust establishes later Cutoff Times for checks and items deposited via the Service, we reserve the right to change the Cutoff Times at any time as permitted by law. Regardless of whether SunTrust establishes later Cutoff Times for checks and items deposited via the Service, you understand and agree that checks and items must be received and accepted by SunTrust before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting. See the FAQs for details on Cutoff Time for this Service.

j. Availability of Funds

We will make funds available for checks and items received, accepted, and successfully processed through the mobile deposit service according to our standard funds availability policy for your Deposit Account. For more information, see the FAQs.

k. Geographical Constraints

You agree that you will not use the mobile deposit service outside of the United States.

l. Disposal of Items

After transmitting the mobile deposit, you agree to write 'submitted for mobile deposit' and today's date on the front of the check. Ten (10) days after successfully transmitting a mobile deposit, you agree to destroy or otherwise void the check. You agree never to re-present to us or any other party a check or item that has been deposited through the mobile deposit service unless we notify you that the check or item will not be accepted for deposit through the mobile deposit service.

m. Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time.

n. User Warranties and indemnification

You warrant to SunTrust that:

- You will only transmit eligible checks and items that you are entitled to enforce all checks and items will include all signatures required for their negotiation.
- Images will meet SunTrust's image quality standards in effect from time to time.
- You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- You will not deposit or represent the original check or item with SunTrust or any other party.
- All information you provide to SunTrust is accurate and true, including that all images transmitted to SunTrust accurately reflect to front and back of the check or item at the time it was scanned.
- You will comply with this agreement and all applicable rules, laws and regulations.

- You will use the mobile deposit services only for your own deposits and will not allow the use of the mobile deposit service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the mobile deposit service by or for the benefit of any third party.
- You agree to indemnify and hold harmless SunTrust from any loss for breach of this warranty provision or the terms of this agreement.

o. Ownership and License

You agree that SunTrust retains all ownership and proprietary rights in the mobile deposit service, associated content, and technology. You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the mobile deposit service, including the Mobile or Tablet App. You may use the mobile deposit service only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the mobile deposit service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the Mobile or Tablet App or any other part of the mobile deposit service, in any manner contrary to the terms of this agreement, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

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