



## Remote Deposit Capture Agreement and Disclosure

This Remote Deposit Capture Disclosure and Agreement contains the terms and conditions for Cross Valley Federal Credit Union's (Cross Valley FCU) remote deposit capture service. Please read this disclosure and agreement completely and retain them for your personal records. By using or allowing another person to use Cross Valley FCU's remote deposit capture service, you are agreeing to be bound by the terms and conditions of this disclosure and agreement. In this disclosure, "you" and "yours" refers to the member, and the terms "we", "us", "our(s)" and "Credit Union" refer to Cross Valley FCU.

### What is Remote Deposit Capture

Remote Deposit Capture is a service that allows you to deposit a check into your Credit Union account from anywhere with cellular data connectivity by using the Cross Valley FCU Mobile Application on a smart phone or tablet device to take and send an Electronic Image of the item. It eliminates the need to deliver the paper item to the Credit Union.

### System Requirements and Limitations

When using this service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this service is not available, you acknowledge that you can deposit your check at any branch location or by mail.

Cross Valley FCU may disable the Mobile Banking application and Remote Deposit Capture without prior notice for scheduled maintenance and/or upgrades to the system.

To use this service, you must have a smart phone or device with an enabled camera. Third party fees may apply for data and internet access; for additional information please contact your smart device carrier. You MUST have the Cross Valley FCU mobile application installed on your smart phone or device. The Cross Valley FCU mobile application can be downloaded from your device's application store. The operating system version must be compatible with latest version of the application as determined by your device's application store. You MUST be enrolled in Remote Deposit Capture to be able to deposit checks electronically from any location.

### Requirement for Electronic Images

Prior to creating an Electronic Image of a check, you MUST add the words "For Mobile Deposit Only to CVFCU," your Credit Union account number and a signature endorsement by all payees in the proper endorsement area on the back of the check, along with check marking the security box for Remote Deposit Capture. You understand these endorsement instructions are our requirements and you agree to follow these requirements for all checks.

An "Electronic Image" must be a complete, legible, and accurate image of the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information and a complete, legible, and accurate image of the back of the check showing the requirement listed above. If the check is not legible, the check will NOT be deposited, and you will be notified.

Upon transmitting the check, you agree not to allow the item to be deposited or presented for payment more than once. You will also not allow the transmission of an imaged item which has already been presented to any other financial institution.



### **Ineligible Checks**

You agree to not use the Remote Deposit Capture to deposit any ineligible checks including but not limited to the following:

- **Any check that is incomplete or unsigned;**
- **Any Check that is postdated, stale dated or expired;**
- **Any Check not payable in United States currency;**
- **Any Check drawn on financial institutions located outside of the United States;**
- **Third Party Checks (i.e. any check that is made payable to another party and then endorsed to you by such party);**
- **IRA and Share Certificate deposits;**
- **Consumer loans, credit card and mortgage payments;**
- **Money Orders, Travelers Checks, Starter or Counter Checks, Amex Gift Cheques, Savings Bonds and Cash;**
- **Any Checks drawn on your own account at Cross Valley FCU;**
- **Any Check payable jointly unless they are being deposited into an account in the name of all payees;**
- **Any Check containing an obvious alteration(s);**
- **Any Check that has been re-deposited or returned, such as 'Non-sufficient Funds' or 'Refer to Maker', or for any other reason;**
- **Any check previously converted to a 'substitute check', as defined in Regulation CC;**
- **Any Check with an endorsement on the back other than that specified in this agreement.**
- **Any Check that has previously been deposited or negotiated in any way via any method at the Credit Union or any other financial institution;**
- **Any Check displaying a "Non-negotiable", "void", or other similar notation or watermark.**

### **Cut-off Time and Credit to Account**

All deposits are subject to hold. Funds deposited using Remote Deposit Capture are subject to final approval. Deposits received prior to 3:00 PM Eastern time on Monday through Friday, excluding legal holidays will be credited to your account on the same business day. Deposits received after 3:00 PM Eastern time or on any day the Credit Union is not open, including legal holiday, will be credited on the next business day. Funds you deposit are subject to a longer hold if we have reasonable cause to believe the check is uncollectable, we will notify you after reviewing your deposit. A return check from a Remote Deposit Capture deposit on a member's account may result in longer holds being placed on deposits. You agree to receive all notifications regarding your use of this Service, including but not limited to exception notices. With respect to each check, you send to Cross Valley FCU for deposit, you agree to indemnify and reimburse Cross Valley FCU for and hold Cross Valley FCU harmless from and against any and all losses, costs, and expenses. This indemnity shall survive termination of your account with us and this disclosure and agreement.

### **Charges and Fees**

Cross Valley FCU does not charge a usage fee for the Remote Deposit Capture service. We reserve the right to start charging for this service at any time. If a check you transmit for deposit is dishonored, rejected, or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to, and you will be assessed a fee in the amount shown on Cross Valley FCU's current Fee Schedule for a return check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn, and you will be responsible for the payment. You agree that Cross Valley FCU may debit any account maintained by you, whether you are a primary or joint owner, to obtain payment of



your obligations under this disclosure. You acknowledge that we may contact you concerning accounts at Cross Valley FCU, including but not limited to account servicing and collection purposes.

#### **Deposit Limitations**

All deposits are subject to later verification by the Credit Union. We reserve the right to reject or return any deposit or part of a deposit transmitted through this service, at our discretion, and will not be liable for doing so even if such action causes check(s) or other debits to your account to be dishonored and returned. We are not liable for check(s) we do not receive or for images that are not transmitted clearly or completely. An image is considered received if you see the deposit in your account. However, such notification does not mean that the transmission was without error.

#### **Record Retention**

It is your responsibility to ensure the safekeeping or destruction of the original item after the item has been transmitted. You should securely store each original check(s) for a period of sixty (60) days. Please note that you are solely responsible for the security and storage of the original check and you are solely liable for the loss or misappropriation of any check(s) or the re-presentation of any checks for payment.

#### **Our Right to Audit**

We may periodically audit your individual transactions and use of the Remote Deposit Capture service to verify your compliance with this disclosure. You agree to cooperate with any such audit and to provide, at your expense, such information, or documents as we may reasonably request.

#### **Errors or Discrepancies**

You agree to notify Cross Valley FCU of any suspect errors regarding items deposited through the services immediately, and in no event later than thirty-three (33) days after the applicable Cross Valley FCU account statement is sent. Unless you notify the Credit Union within the proper amount of time, such statement(s) regarding all deposits made through the Remote Deposit Capture shall be deemed correct, and you are prohibited from bringing a claim against Cross Valley FCU for such an alleged error.

#### **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 NSF 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 items returned unpaid;
- Ensuring the safekeeping or destruction of the original item for sixty (60) days after the item has been transmitted and deposited electronically.

#### **Disclaimer of Warranties**

Cross Valley FCU's representation, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by Cross Valley FCU and its licensors "as is" and on an "as available basis. We disclaim all warranties of any kind as to the use of the services, whether expressed or implied, including but not limited to the implied warranties of merchantability for a particular purpose. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from the services will be accurate or reliable, and (iv) that any error in the services or technology will be corrected.



### **Limitation of Liability**

Cross Valley FCU's liability for errors or omissions with respect to the data transmitted or printed by Cross Valley FCU will be limited to correcting the error or omissions.

### **User Warranties and Indemnification**

You warrant to Cross Valley FCU that:

- You will only transmit eligible checks that are properly endorsed
- 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
- Images will meet the image quality standards
- You will not transmit duplicate checks
- You will not deposit or re-present the original check(s) once it has been scanned and sent through this service, unless specifically requested to do so by Cross Valley FCU.
- All information you provide to Cross Valley FCU is accurate and true
- Cross Valley FCU will not sustain a loss because you have deposited an image
- You will comply with this disclosure and agreement and all applicable rules, laws, and regulations
- Check(s) you transmit do not contain viruses

### **Change in Terms**

Cross Valley FCU reserves the right to change the terms and conditions of this service or terminate this disclosure and agreement with notice at any time. Your continued use of this service will indicate your acceptance of any revised disclosure and agreement.

