



UNIVERSITY FEDERAL CREDIT UNION MOBILE BANKING REMOTE DEPOSIT CAPTURE (RDC) SERVICE "MOBILE CHECK DEPOSIT" TERMS AND CONDITIONS

Use of UNIVERSITY FEDERAL CREDIT UNION's Mobile Remote Deposit Capture Service ("RDC"), is subject to approval by UNIVERSITY FEDERAL CREDIT UNION ("University Federal," "we," "us").

If you, the account-holder are approved for RDC, you agree that use of RDC is subject to the following terms and conditions:

Terms and Conditions

1. Remote Deposit Capture Process. RDC allows you to make check deposits to your University Federal savings (share) or checking (share draft) accounts from remote locations scanning both sides of checks and delivering the check images and associated deposit information to University Federal or University Federal's designated third party service provider.

2. Technical Issues. University Federal is not responsible for any technical difficulties you experience attempting to use RDC.

3. Equipment Compatibility. To use University Federal's RDC service, you must have a suitable mobile device.

4. Notifications and Member Responsibility. When you make a successful RDC deposit, you will be notified by an in-application message. You agree that once you have received confirmation that we have successfully processed your RDC deposit, you will clearly mark "mobile deposit" and the date of processing on the face of the item;

4a. Item Retention and Destruction. Shred or otherwise destroy the original of the item you deposited to avoid its being deposited again after 60 days. You agree to defend, indemnify and hold University Federal and any University Federal third party service provider from any claims, damages, losses, liability or expenses to which we or our service provider may become subject as a result of an item you deposited via RDC being presented for duplicate payment.

5. Deposit Requirements. Only the following items are eligible for RDC deposit: checks drawn on U.S. financial institutions in U.S. dollars, or checks drawn on United States Treasury, or checks drawn on any state or local government of the United States. Checks must be payable to you and endorsed by you, consistent with the terms of the University Federal policy applicable to the account to which the deposit is made. You agree not to attempt to use RDC to deposit checks with any of the following characteristics:

- a. The check is not payable to you;
- b. There is any apparent alteration to the front of the check;
- c. You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- d. The check is payable in a currency other than U.S. dollars;
- e. The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act;
- f. The check has been remotely created;
- g. The date of issue of the check is more than 6 months prior to the attempted deposit date;
- h. You have any reason to believe that the check will not be paid by the institution on which it is drawn.
- i. The check is from your checking account with University Federal.

6. Legibility and Compliance. The check image transmitted via RDC must be legible and compliant with requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association.

7. Rules, Laws, Regulations. You agree to abide by and comply with all the local, state and federal rules, laws and regulations, including but not limited to, Regulation CC –“Expedited Funds Availability Act”, it’s Subparts B, C and D (Subparts D implements the Check Clearing for the 21st Century Act (Check 21 Act) Bank Secrecy Act (BSA) and laws administered by the United States of America which are in existence as of the date of this Agreement and as amended from time to time.

8. Service Alteration or Termination. We may terminate or change the terms of RDC service at any time, including but not limited to the categories of checks we will accept for deposit via RDC or endorsement requirements, with or without notice to you.

9. Item Refusal. We may, at our sole discretion, refuse to accept any item presented for deposit via RDC. We will notify you via the electronic mail address provided in your Online Banking enrollment. We will have no liability to you for declining to accept items presented for deposit via RDC.

10. Funds Availability. For check deposits made through RDC in an amount greater than \$200, we are notifying you in advance that the funds in excess of the first \$200 will generally be available on the second (3rd) business day following the day the deposit is credited to your account. This notice applies to check deposits received through RDC and does not supersede University Federal Credit Union’s general Funds Availability Policy.

If we are not going to make funds from your RDC deposit available as described herein, we will notify you of longer delays as required by the Funds Availability Policy. By using RDC, you agree to receive any notice of longer delay via electronic communication to the electronic mail address provided in your Online Banking enrollment.

We may make funds available sooner depending on factors we at our sole discretion deem relevant, including but not limited to your account history with University Federal Credit Union and your creditworthiness.

11. Error Notification. You agree to notify us of any errors with respect to RDC deposits within 60 days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. We will not, however, be responsible for errors asserted more than 60 days after we send you the periodic statement on which they appear.

12. Proprietary Content. You agree not to copy, reproduce, distribute or create derivative works from the content of the RDC service or to reverse engineer or reverse compile any technology used to provide the RDC service. University Federal and our third party service providers, if any, retain all ownership and proprietary rights in the Services, associated content, technology and web sites.

13. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

14. 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 LOST PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM USE OF

THE SERVICES, INABILITY TO USE THE SERVICES, OR TERMINATION OF THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF UNIVERSITY FEDERAL HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

15. **Item Validity.** You agree and warrant to University Federal that:

- a. You will use RDC only to transmit eligible checks;
- b. Check images will meet quality standards;
- c. You will not use RDC to transmit duplicate items;
- d. You will not deposit or re-present the original item once it has been submitted for deposit via RDC;
- e. All information you provide to University Federal is accurate and correct; and
- f. You will comply with this Agreement, all agreements you have with University Federal, and all applicable rules, laws and regulations.

16. **Agreement Changes.** We can change the terms of this Agreement by notice to you. This Agreement is made in Utah and Utah law and applicable federal law will govern its interpretation. If you become indebted to University Federal by your use of RDC, you agree that we can recover costs we incur in collecting what you owe, including attorney's fees and costs in addition to any other remedies the court finds proper. If a provision of this Agreement is found to be invalid, the remaining provisions will continue in effect.

17. **Service Fees.** There is currently no monthly fee associated with the RDC service. You agree to pay any fees or charges for deposit fees that accumulate as a result of your use of RDC.

18. **UFCU Item Retention.** We will retain any substitute checks generated through the RDC service for (7) years.