

REMOTE DEPOSIT CAPTURE DISCLOSURE AGREEMENT

General. Remote deposit is a service that allows members to deposit checks into eligible accounts from remote locations via their mobile device. To utilize remote deposit you must be enrolled in Service Credit Union online banking and have the Service Credit Union Mobile App downloaded (installed) on your mobile device. By enrolling in this service you are accepting all terms and conditions in this agreement.

Use of Service. Remote deposit capture will not work unless it is used properly. You accept responsibility for making sure you know how to use Remote Deposit Capture (RDC). In the event we change or upgrade this service, you are responsible for updating the software on your mobile device to ensure it works properly. Service Credit Union will not be liable for any losses caused by your failure to properly use the RDC service or your mobile device.

Other Agreements. You agree when using the Service Credit Union app, you remain subject to the terms and conditions of any existing agreements except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and this Agreement does not amend or supersede any of those agreements. You understand those agreements may provide fees, limitations and restrictions which might impact your use of Service Credit Union app (such as data usage or text messaging charges), and you agree to be solely responsible for all such fees, limitations and restrictions. Your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving the Credit Union. Any account accessed through this service is subject to the account agreements and disclosures provided at the time of account opening. You should review your disclosures carefully as they may include transaction limitations or fees which may affect your use of the app.

Hardware and Software. In order to use the service you must maintain, at your own expense, compatible hardware and software as specified by the credit union. The credit union is not responsible for any third-party software you may need to use the service. Any such software is accepted by you 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.

Eligible Items. Each image must provide all information on the front and back of the original check as presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), and required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality

must meet the standard requirements established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association or the image may not be accepted. The image transmitted to us must be legible and contain images of the front and the back of the check. If we determine at our sole discretion any image quality does not comply with the requirements as set forth above, we may choose to not accept the item and return it to you and charge back your account. Any loss we or you incur from a delay or processing error resulting from a failure to meet these standards will be your responsibility. You agree you will not submit any of the following types of checks or other ineligible items:

- Checks made payable to any person or entity other than the person or entity that owns the account the check is being deposited in
- Checks containing 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 negotiated
- Duplicate items
- Checks previously converted to a substitute check, as defined in Reg CC
- Checks drawn on a financial institution outside of the U.S.A, checks not payable in US Currency
- Checks that are remotely created, as defined in Reg CC
- Checks marked non-negotiable
- Checks dated more than 6 months prior to the date of deposit
- Post dated checks
- Checks that require an authorization (ex: COMCHECKS)
- Savings Bonds, money orders, travelers checks, or demand drafts
- Checks drawn on your account at ServiceCredit Union
- Checks made payable to *Cash*
- Incomplete checks
- Checks that are not properly endorsed, as described in this agreement.
- Checks that are in violation of any federal or state law, rule or regulation

Endorsement Requirements. You agree to endorse all items with your signature and the words **“FOR REMOTE DEPOSIT ONLY AT SCU”**. A check made payable to two or more payees must be endorsed by both payees and both payees must be authorized owners of the account. If the check is made payable to you OR your joint owner, either of you may endorse the check. If the check is made payable to you AND your joint owner, both of you

must endorse the check. **Service Credit Union reserves the right to reject any item that is not properly endorsed.**

Receipt of Deposit. We reserve the right to reject any item submitted remotely, at our discretion, without liability to us. 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 a confirmation email is sent on behalf of the Credit Union notifying you of the item's submission. Receipt of such confirmation does not mean 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 SCU is not liable for any loss, costs, or fees you might incur as a result of our charge back of an ineligible item.

Availability of Funds. You agree items transmitted using remote deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. You understand for the purpose of deposit using this service, the place of deposit located in Green Bay, Wisconsin. In general, if an image of an item you transmit is received AND ACCEPTED before 3:30 PM CST, Monday through Friday, it will be considered deposited that very day. Otherwise, it will be considered as the next business day. Generally, funds will be made available in (5) FIVE BUSINESS DAYS from the date of deposit. The Credit Union may make such funds available sooner based on factors such as credit worthiness, length and extent of relationship with us, and such factors the Credit Union, in its sole discretion, deems relevant. **Check Retention / Disposal of Transmitted Items.** Upon receiving confirmation from the Credit Union notifying you they received a remote deposit, you agree to retain the check for at least (30) thirty calendar days from the date of the image transmission. After (30) thirty days, you agree to destroy the check you transmitted by marking it *VOID* and/or otherwise render it incapable of further transmission, deposit, or presentment. On occasion, you may be asked to provide us with the original check, at your expense, within (10) ten calendar days. If we do not receive the requested item within the time allotted, we reserve the right to reverse the deposit from your account.