

Access Community Credit Union (ACCU)
Remote Deposit Capture Disclosure Agreement

Intro

Remote Deposit Capture is designed so that you may deposit checks into eligible accounts from home or other remote locations by capturing a digital image of the check via an eligible mobile device.

Definitions

Business Days- Each day is a business day except Saturdays, Sundays, and holidays. Throughout this agreement, the reference to We, Us, Our, Credit Union, and ACCU means Access Community Credit Union. The words “You” and “Your” refer to the account holder authorized by Access Community Credit Union to use Remote Deposit Capture and any party authorized by the account holder that has any control over Account Holder’s funds via Online Banking. We will also reference Remote Deposit Capture as “RDC” throughout this Agreement.

Educational Tips on using Mobile Check Deposit

- Before logging into the Mobile Deposit app, close all other apps running in the background on your mobile phone.
- Sign/Endorse the back of your check, and label it “For Deposit Only.”
- When prompted for the amount, carefully enter the check amount to ensure it matches the amount written on your check.
- Flatten folded or crumpled checks before taking your photos.
- Keep the check within the view finder on the camera screen when capturing your photos.
- Try not to get too much of the areas surrounding the check.
- Take the photos of your check in a well-lit area.
- Place the check on solid dark background before taking the photo of it.
- Keep your phone flat and steady above the check when taking your photos.
- Hold the camera as square to the check as possible to reduce corner to corner skew.
- Make sure that the entire check image is visible and in focus before submitting your deposit.
- No shadows across the check.
- All four corners are visible.
- Check is not blurry.
- The MICR line (numbers on the bottom of your check) is readable.

Eligibility and Qualifications

- Must have an eligible deposit account with us for at least 30 days;
- Must be enrolled in Online and Mobile banking;
- Must not be more than 30 days delinquent on any share account or loan with us;
- Your mailing address and phone number on your account with us must be current and valid;
- You cannot have any charge-off share accounts or loans with us;

ACCU has the right to disable RDC if we are unable to verify the information about you or any devices.

Eligible Accounts

You may deposit remotely using the RDC service into the following types of accounts:

- Primary Savings Accounts and Small Business Savings Accounts
- Share draft All Access Checking Account and Access Small Business Checking
- Money Market Account
- Second Chance Checking accounts
- Youth Checking accounts

You may not remotely deposit into the following type of accounts:

- Representative Payee accounts
- Trust accounts
- Tutma accounts
- Certificate of Deposits
- IRA accounts
- Consumer Loan, Credit Card, or Mortgage Accounts

Enrollment

There is no enrollment process for RDC, but you must have an eligible mobile device and be enrolled in ACCU’s online and mobile banking.

Fees & Charges

RDC Service is currently a free service to you. The Credit Union reserves the right to make changes to the usage fee at any time. Should we decide to charge for the service, you will be notified. You are responsible with any and all applicable mobile service and internet provider fees you incur from utilizing the RDC service. All other fees as outlined in ACCU’s fee schedule still apply.

Remote Deposit Capture Unavailability

RDC may become temporarily unavailable due to technical difficulties or routine system maintenance. Should RDC be unavailable, you may deposit your check items at any of our branches or by mailing the original check to P.O. Box 7407 Amarillo, TX 79109.

Deposit Limits

Access Community Credit Union may modify the per item and/or the daily deposit limits at our discretion without notification at any time. Access Community Credit Union may increase these limits on an individual basis upon request and eligibility.

Per Item Limit	Daily Deposit Limit
\$5000	\$5000

Eligible Items

All eligible and ineligible items include, but are not limited to the following:

We can accept checks payable to you, drawn on a U.S. bank.

We do not accept checks:

- Payable to others or made payable to a business unless being deposited to a Small Business Account;
- Traveler's cheques, money orders, credit card checks;
- Foreign checks;
- Insurance checks;
- Estate checks, Savings Bonds;
- Checks payable to "Cash", "Access Community Credit Union" or "ACCU", or to "Mastercard";
- Substitute checks, returned or previously negotiated checks;
- Altered checks;
- Postdated or stale dated checks (more than 6 months old);
- Checks with missing information such as the payee name, date, maker's signature, and any other required information; and
- Checks that require authorization

Requirements

Endorsement: You must endorse the check "For Mobile Deposit Only to ACCU, your name and your account number" or your check will be rejected. All deposits are subject to verification and can be adjusted upon review.

Image Quality: You agree that all checks that you deposit using the RDC service will meet the image quality standards directed to you in the mobile app.

Receipt of Deposit

We reserve the right to reject any item deposited through RDC at our discretion. An image is considered as received where the term "Accepted" is used. However, this does not mean that the image transmitted through without any error. The Credit Union reserves that right to reject any item after the image has been "Accepted" at any time at our discretion. You must check your account history to confirm that the item has been posted.

Cut-off Time

ACCU's cut-off time to submit an item using RDC is 4 pm CT. The time your item is submitted may vary between the timestamp on RDC and your mobile device. We suggest that you submit items through RDC within reason of the cut-off time to avoid possibly missing the cut-off time.

Any items submitted after 4 pm CT will be processed the following business day.

Funds Availability

Deposit by 4 pm CT and your funds will usually be available within the next two business days. Please note: All deposits are subject to verification and can be adjusted upon review. Please keep your paper check for 10 days.

Original Checks

Item Retention: After your item has been termed "Accepted" through RDC you agree to retain the original check for ten days and present the original check to us at our request. If the check is not presented to us in a timely manner after request, ACCU reserves the right to reverse the item amount from your account.

Item Destruction: After the ten days of item retention, you agree to destroy the original item by first marking the item as "VOID" and the properly shredding the check. You may bring any original items that you submitted to ACCU through RDC to any of our branches and we will properly destroy these for you. You agree that you will never re-present the original check.

Returned Deposits

Any credit to your account for checks deposited using the Remote Deposit Capture service is provisional. If original checks deposited through RDC are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts (excluding tax-favored accounts) to obtain payment for any item that has been rejected or returned, for any adjustments related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty claim was made timely.

Returned Item Fee: ACCU will resume fees established on our Rate & Fee schedule.

Your Warranties

You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against the payment of the check.
- The amount, payee(s), signature(s), and endorsements(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation, or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the check image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us, or if Remote Deposit Capture is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

You agree to notify us of any suspected errors regarding items deposited through the service right away, and in no event later than 30 days after the applicable Deposit Account statement is sent or otherwise made available. Unless you notify us within 30 days, such statement regarding all deposits made through the service shall be deemed correct, and you are precluded from bringing a claim against Access Community Credit Union for such alleged error. In addition you agree that you will not modify, change alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or service, copy or reproduce all or any part of the technology or service; or interfere, or attempt to interfere, with the technology or service. We and our technology partners retain all rights, title and interests in and to the Service, Software and Development made available to you.

You understand and agree that the remote deposit of items into your deposit accounts with us through use of remote deposit are not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 *et. Seq.*) or Regulation E (12 CFR 1005. 1 *et seq.*). The remote deposit of items into your designated deposit accounts with us is instead governed solely by the terms and conditions set forth in this RDC Service Agreement.

Mobile Deposit Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone to (806) 358-9999 or (800) 687-2990 with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this agreement.

Accountholder's Indemnification Obligation

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the services and/or breach of this disclosure and agreement. You understand and agree that this paragraph shall survive the termination of this agreement.

Compliance with the Law

You will use Remote Deposit Capture for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations.

Termination

Access Community Credit Union reserves the right to suspend or revoke RDC Service at any time and without any notice to you. You also have the right to cancel RDC service by contacting ACCU.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE 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 ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

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 LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.