

## Bellco Federal Credit Union End User Agreement

### MOBILE DEPOSIT (REMOTE DEPOSIT CAPTURE SERVICES) DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words “you”, “your”, and “yours” mean the Member that applied for and/or uses the Mobile Deposit (Remote Deposit Capture) Services (“Service”). The words “we”, and “our” means Bellco Federal Credit Union. Your application for use of Mobile Deposit, your notification of approval and your agreeing to this Disclosure and Agreement are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement, you and us, this Disclosure and Agreement will control.

**Use of the Services.** We will notify you if you are authorized to remotely deposit paper check(s) that you receive to electronically transmit a digital image of the paper check(s) to your account with us. Use of this service constitutes acceptance of the terms and conditions of this Disclosure and Agreement. You agree to comply with the hardware and software requirements set forth at <https://bellcocu.org/services/mobile-deposit.html>. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until we notify you of receipt of the image via the Deposit History feature. You understand that, in the event you receive notification confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information transmitted to us by you. We are not responsible for any image not received. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into your account. You understand that any amount credited to your account for items deposited using Mobile Deposit is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check(s).

You agree not to (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

#### Guarantee Specific to Deposits Received for Credit

Your use of the Service for the purpose of depositing constitutes understanding and agreement that you are personally liable for any expenses we incur in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney’s fees as applicable, as well as any and all costs associated with our enforcing this guarantee.

**Compliance with Law.** You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that only acceptable items for deposit will be transmitted and you have handled the original item(s) in accordance with applicable laws, rules and regulations. You promise to indemnify and hold us harmless from

any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

**Check Requirements.** Any check image that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time presented. Prior to scanning the original check, you must endorse the back of the original check. The endorsement must include:

- The words "For Deposit Only at Belco FCU – Mobile Deposit"
- Your Account Number
- Account type for deposit (checking, savings, or loan)
- Date of deposit
- Your signature

The scanned check transmitted to us must accurately and legibly provide the following: the information identifying the maker of the check (name and address); the name of the financial institution; complete and accurate MICR information; and the signature(s). The image quality for the check must meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. After we send you a receipt of deposit verification, write "SCANNED" on the front of the check.

**Rejection of Deposit.** We are not liable for any service or late charges levied against you due to us rejecting any transmitted item. In all cases, you are responsible for any loss or overdraft plus any applicable fees charged to your account due to an item being returned or rejected.

**Items Returned Unpaid.** A written notice will be provided to you should a transaction be returned to us for any reason. You authorize us to debit your account for any item, which is returned or dishonored, including any applicable fees or charges.

**Email Address.** You agree to notify us immediately of any change in your e-mail address, as this is the email address where we will send notification of receipt of transmitted items.

**Unavailability of Services.** You understand and agree that the Services may at times be temporarily unavailable due to our system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at any of our offices or through an ATM or by mailing the original check to us at 609 Spring Street, Wyomissing, PA 19610. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, we will email notification of items that are rejected by the next business day following rejection.

**Business Day and Availability Disclosure.** Our business days are Monday through Friday, except holidays and our hours are 8:30 am to 5 pm Monday through Thursday and Friday 8:30 am to 6 pm, Eastern Time.

**Funds Availability.** You understand and agree that, for purposes of deposits made using the Services, the place of deposit is Wyomissing, PA. For specific information concerning funds availability, please consult the Savings Disclosure (Account Agreement) and/or Rate and Fee Schedule provided to you when the account was opened.

Additional copies can be requested by visiting any of our offices or by calling us at 610.373.5192 or 866.288.7660. Locate a current copy at

<https://bellcocu.org/custom/fi/bellcofcu/fb/disclosure/Membership-Agreement-and-Disclosure-10.1.2014.pdf>

**Accountholder's Warranties.** You make the following warranties and representations with respect to each image of an original check transmitted to us utilizing the Service:

- 1) Each image of a check transmitted to us 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 payment of the check.
- 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- 3) You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- 4) Other than the digital image of an original check that you remotely deposits through this Service, there are no other duplicate images of the original check.
- 5) You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- 6) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 7) The information provided in your application remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
- 8) You have not knowingly failed to communicate any material information to us.
- 9) You have possession of each original check deposited using the Services and no party will submit the original check for payment.
- 10) 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.

**Storage of Original Checks.** You agree to securely store each original check for a period of 90 days after transmission to us. After such period expires, you will destroy the original check. We recommend that you use a cross-cut shredder. You understand and agree that you are responsible for any loss caused by failure to secure and destroy the original check(s).

**Securing Images on Mobile Devices.** When using Mobile Deposit, you understand that check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event you are unable to promptly complete a deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

**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.

**In Case of Errors.** In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach as set forth below.

Telephone: 610.373.5192 or 866.288.7660

E-mail: [info@bellcocu.org](mailto:info@bellcocu.org)

**Limitation of Liability.** You understand and agree that we are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

**Charges for Use of the Services.** The first 5 checks per month deposited through this service are free and a fee of \$0.99 will be charged for each check deposited thereafter. However, refer to the Rate and Fee Schedule for charges related to maintaining your checking account.

**Warranties.** You understand that we do not make any warranties on equipment, hardware, software or internet provider service, or any part of them, expressed or implied, including without limitation, any warranties or merchantability or fitness for a particular purpose. We are not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the internet provider, any related software, or our use of any of them or arising in any way from the installation, use, or maintenance of your personal computer hardware, software, or other equipment.

**Change in Terms.** We may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing or e-mail and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the Services after receipt of notification of any change by Credit Union constitutes your acceptance of the change.

**Termination of the Services.** You may, by written request, terminate the Services provided for in this Disclosure and Agreement. We may terminate your use of the Services at any time upon

written notice. In the event of termination of the Services, you will remain liable for all transactions performed on your account.

**Relationship to Other Disclosures.** The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

**Governing Law.** You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the Pennsylvania.

**Periodic Statement.** Any remote deposits made through the Services will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Services by no later than 60 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

**Limitations on Frequency and Dollar Amount.** You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by us.

**Unacceptable Deposits.** You understand and agree that you are not permitted to deposit the following items using the Services:

- 1) Any item drawn on your account (or your joint owners account) at Bellco FCU.
- 2) Any item that is stamped with a “non-negotiable” watermark.
- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is “stale dated” or “post-dated.” Stale dated defined as being dated over 6 months.
- 7) Savings Bonds
- 8) Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.
- 9) Photocopies of checks
- 10) Checks purported to be a lottery or prize winning
- 11) Checks previously submitted for deposit

**Confidentiality.** You acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, “Confidential Information”) may come into your possession in connection with this Disclosure and Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

**Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

**Relationship.** This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.