

## Remote Deposit Capture Member Disclosure and Agreement

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean the member or business that applied for and/or uses any of the Remote Deposit Capture Services (the "Services") described in this Disclosure and Agreement. The words "you," "your," and "yours" mean NE PA Community Federal Credit Union. My Application for use of the Remote Deposit Capture Services, your notification of approval of my application, my NE PA Community Federal Credit Union Account Agreement, Member Services Disclosures (as may be amended from time to time), and any other agreement I may have entered into with NE PA Community Federal Credit Union are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and any other document/agreement, this Disclosure and Agreement will control.

**Approval Criteria**, I understand that approval criteria have been used to determine my eligibility for use of the Services. Furthermore, I understand that you may terminate my use of the Services should I no longer meet the approval criteria listed below:

1. Satisfactory ChexSystems Review (New or Existing Accounts). Any derogatory remarks may result in denial for Services.
2. Absence of delinquent loan(s).
3. If under 18 years of age, the minor must have an adult joint owner on the account.
4. No consistent history of returned items.

**Use of the Services.** Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the "Account") by electronically transmitting a digital image of the paper checks to you or your designated processor for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements set forth in the "System Requirements" found within this document. NE PA Community Federal Credit Union is not responsible for any third party software I may need to use the Services. Any software is accepted by me and subject to the terms and conditions of the software agreement I enter into directly with the third party provider at the time of download and installation. I am responsible for any/all third party charges and/or fees I incur while using the Services.

Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via onscreen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept, review or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (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 to a Business Account.** My use of the Services for the purpose of depositing to a Business Account constitutes my understanding and agreement that I guarantee and may be personally liable for any expenses NE PA Community Federal Credit Union incurs 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 by the Business. 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 NE PA Community Federal Credit Union enforcing this Guarantee. This Guarantee shall benefit the NE PA Community Federal Credit Union and its successors and assigns.

**Compliance with Law.** I agree to use the products and Service only for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with the requirements of this Disclosure and Agreement, and all applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any losses, damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

**Check Requirements.** Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. NE PA Community Federal Credit Union has the sole discretion in determining whether an image is legible. Prior to capturing the original check, I will endorse the back of the original check. My endorsement will include "for NE PA Mobile Deposit only". The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by NE PA Community Federal Credit Union, the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**Transaction Limits.** I understand that transaction limits on deposits I make are in effect. Additionally, I understand that you have the right to change the transaction limitations at any time, by providing me with at least 45 days prior written notification. The transaction limits are listed below:

1. \$2,000.00 maximum single deposit.
2. \$10,000.00 maximum deposit amount within 1 calendar month.

**Rejection of Deposit.** You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my Account due to an item being returned, and I authorize you to debit my Account for any such charges and fees that occur as the result of an item being rejected (See the Member Services Disclosure relating to Overdraw on Share Draft Checking Accounts and Fee Schedule).

**Items Returned Unpaid.** A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

**Email Address.** I agree to provide you with a valid email address where you will send me notification of receipt of remote deposit items. I will notify you immediately if I change my email address.

**Unavailability of Services.** I understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of you, the Internet service provider, cellular service provider and/or Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check by mailing the original check to you at NE PA Community Federal Credit Union, 337 Clay Avenue, Stroudsburg, PA 18360, or by visiting the office at the same address. It is my sole responsibility to verify that items

deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

**Internal Controls and Audit.** I understand and agree to adhere to the Internal Controls as described in this agreement and further detailed within this section. Furthermore I agree to comply with the Audit requirements prescribed by you.

I agree to cooperate with you in the investigation of unusual transactions, poor quality transmissions and resolution of consumer claims, including but not limited to providing, upon your request and without further cost, any originals or copies of items deposited through the Services in my possession and my records relating to such items and transmissions.

**Eligible Items.** I agree to scan and deposit only “checks” as the term is defined in Federal Reserve Regulation CC (“Reg. CC”). When an image of the check transmitted to the NE PA Community Federal Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

**Unacceptable Deposits.** I understand and agree that I am not permitted to deposit the following items using the Services:

1. Any item drawn on my account or an account I am a joint member on.
2. Any item made payable to any person or entity not on the account.
3. Items made payable jointly, unless deposited into an account in the name of all payees
4. Any item that is stamped with a “non-negotiable” watermark.
5. Any item that contains evidence of alteration to the information on the check, or which I know or suspect, or should suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
6. Any item issued by a financial institution located outside the United States.
7. Any item that is incomplete.
8. Any item dated more than 6 months prior to the date of deposit.
9. Any “postdated” item.
10. Any item previously converted to a substitute check, as defined in Reg. CC.
11. Any item that is a remotely created check, as defined in Reg. CC.
12. Any item not payable in United States currency.
13. Any item that has previously been submitted through the Services or through a remote deposit capture service offered at another financial institution.
14. Any item that has been re-deposited or returned such as for “non-sufficient funds” or “refer to maker,” or any other reason.
15. Any item with any endorsement on the back other than what is stated in this Disclosure and Agreement.
16. Any item that is in violation of any federal or state law, rule or regulation.
17. Savings Bonds.
18. Cash.

**User Warranties.** I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

1. Each image of a check transmitted to you 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. I 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 I remotely deposit through your Services, there are no other duplicate images of the original check.
5. I 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. I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
8. I have not knowingly failed to communicate any material information to you.
9. I have possession of each original check deposited using the Services; will retain possession of each original check deposited for the required 60 day retention period; and no party will submit the original check for payment.
10. Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.
11. I am not aware of any factor which may impair the collectability of any item transmitted to you.

**Business Days.** Your business days for purposes of this agreement are Monday through Friday, excluding Holidays recognized by the NE PA Community Federal Credit Union.

**Funds Availability.** I understand and agree that for purposes of deposits made using the Services, the place of deposit is Stroudsburg, PA. I agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item I transmit through the Services is received and accepted by you, you will consider that day to be the day of my deposit. In general the total funds deposited through the system (subject to any limits you set) shall be available on the date of deposit. I understand that in some instances an image I transmit to you using the Services may require further review by you. In the event an item requires further review, I will be notified via an onscreen message. I understand and agree that items requiring further review by you are not considered accepted for deposit until I receive a message from you indicating the item has been accepted. Those items requiring further review that I transmit to you by 4:00 Eastern Standard Time, on a business day, will be reviewed on that business day. Items requiring further review that are transmitted after 4:00 Eastern Standard Time on a business day, or on a non-business day, will be reviewed on the next business day. I understand and agree that no funds will be made available on any item that requires further review until you provide me with a message indicating the funds are available.

**Presentment.** The manner in which items are cleared, presented for payment, and collected shall be at your sole discretion.

**Errors in transmission.** By using the Services, I accept the risk that an item may be intercepted or misdirected during transmission. NE PA Community Federal Credit Union bears no liability to me or others for any such intercepted or misdirected items or information disclosed through such errors.

**Storage of Original Checks.** I must securely store each original check that I deposit using the Services for a period of 60 days after transmission to you. During the time the retained check is available, I agree to promptly provide it to you upon request. If I am using the Service to deposit items into an account in the name of a Business to which I am a party I understand this means the original check(s) must be accessible only under dual control by my authorized

personnel. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

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

**Accountholder's Indemnification Obligation.** I understand and agree that I am required, at my cost and expense, to indemnify, defend, and hold harmless you and your directors, officers, employees, members, agents, and representatives (the "Indemnified Parties") from and against any and all claims, demands, actions, damages, losses liabilities, costs, and expenses, including but not limited to reasonable attorneys' fees and expenses arising from or related to, my use of the Services and/or breach of this Disclosure and Agreement, but that I have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent will not be unreasonably withheld). I further agree that, if you so elect, you may participate in the defense and settlement with counsel of your choice. I understand and agree that this paragraph shall survive the termination of this Agreement.

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

- - Telephone you at: 570-421-5585 or 800-934-5585
- - or email you at: mail@nepafcu.org

**Limitation of Liability.** I UNDERSTAND AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES 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 THE SERVICES, OR ATTRIBUTABLE TO MY BREACH OF THIS DISCLOSURE AND AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF NE PA COMMUNITY FEDERAL CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**Charges for Use of the Services.** Currently, NE PA Community Federal Credit Union does not charge a fee for the Services. You reserve the right to institute or change any fees for the services by sending me prior notice. I agree I am responsible for any third party charges and/or fees (including but not limited to any data, any text or other charges or fees imposed by my wireless carrier) I incur while using the Services.

**Disclaimer of Warranties.** I UNDERSTAND THAT MY USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT MY RISK AND IS BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NE PA COMMUNITY FEDERAL CREDIT UNION DOES NOT MAKE ANY WARRANTIES AS TO THE USE OF THE SERVICES OR ON OR WITH RESPECT TO ANY EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NE PA COMMUNITY FEDERAL CREDIT UNION MAKES NO WARRANTY THAT (1) THE SERVICES WILL MEET MY REQUIREMENTS; (2) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM

THE SERVICE WILL BE ACCURATE OR RELIABLE OR (4) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. NE PA COMMUNITY FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR NE PA COMMUNITY FEDERAL CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, MOBILE DEVICE, SOFTWARE, OR OTHER EQUIPMENT.

**Change in Terms.** You may change the terms and charges for the Services indicated in this Disclosure and Agreement at any time by notifying me of such change in writing and/or electronically and you may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My continued use of the Services after receipt of notification of any change by you constitutes my acceptance of any such change to the Services.

**Termination of the Services.** I may, by written request to you, terminate the Services provided for in this Disclosure and Agreement. You may terminate this agreement and my use of the Services at any time and for any reason. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

**Relationship to Other Disclosures.** The information in this Disclosure and Agreement 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.** I 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 State of Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of Pennsylvania.

**Periodic Statement.** Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than 60 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period and I am prohibited from bringing a claim against NE PA Community Federal Credit Union for such alleged error.

**Limitations on Frequency and Dollar Amount.** I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you. If I attempt to initiate a deposit in excess of any of these limits, you may reject my deposit.

**Changes in Financial Circumstances.** I understand and agree that I must inform you immediately in the event a material change in my financial circumstances as or in any of the information provided in my Application including any supporting financial information. If I am using the Service to deposit items into an account in the name of a Business to which I am a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at my business; (b) any change in a representation or statement made or furnished to you by me or on my behalf in my Application; (c) a material change in my ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) I liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) I sell any assets except in the ordinary course of my business as now conducted, or sell, lease, assign or transfer any substantial part of my business or fixed assets or any property or other assets necessary for the continuance of my business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) I cease doing business, become insolvent, a receiver is appointed for all or any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of my indebtedness to you, whether related or unrelated to the Account or the Services, ceases to be in full force and effect or is declared to be null and void; or the

validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading); (h) I or any guarantor dies; if I am a sole proprietorship, the owner dies; if I am a partnership, any general or managing partner dies; if I am a corporation, any principal officer or 10.00% or greater shareholder dies; if I am a limited liability company, any managing member dies; if I am in any other form of business entity, any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of my property on or in which you have a lien or security interest, including a garnishment of any of my accounts with you; (j) a judgment or judgments is entered against me or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (k) an involuntary lien or liens is attached to any of my assets or property and is not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in my financial condition or applicable credit histories; and (m) I am in default under any agreement for borrowed money or any other material contract. I agree to provide you any financial records you reasonably request to determine my financial status during the term of this Disclosure and Agreement.

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

**Waiver.** You may waive enforcement of any provision of this Disclosure and Agreement. No waiver of a breach of this Disclosure and Agreement shall constitute a waiver of any prior or subsequent breach of the Disclosure and Agreement. Any such waiver shall not affect your rights with respect to any other transaction or to modify the terms of the Disclosure and Agreement. In the event that any provision of this Disclosure and Agreement shall be deemed invalid, illegal, or unenforceable to any extent, the remainder of the Disclosure and Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**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.

**Ownership.** I agree that you retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). My use of the Services is subject to and conditioned upon my complete compliance with this Disclosure and Agreement, and any breach of this Disclosure and Agreement by me immediately terminates my right to use the Services. Without in any way limiting the foregoing, I further agree that I will not use the Services in (a) any anti-competitive manner; (b) for any purpose which would be contrary to your business interests; or (c) to your actual or potential economic disadvantage in any respect.

**Authority.** I warrant and represent to you that I have full and complete authority to enter into this Disclosure and Agreement. You may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person who is described as an authorized representative or authorized person of me (collectively "Authorized Person"). You may require further written confirmation of instructions given orally or by facsimile. Each Authorized person is authorized to conduct any transaction within the scope of the Services. You may rely on any written notice containing the signature of an Authorized Person if you believe, in good faith, that the signature is genuine. Each Authorized Person may act alone notwithstanding any instruction to you that two or more Authorized Persons must act jointly. If you receive conflicting instructions from Authorized Persons, you may: (a) honor one or more of the instructions received; (b) refuse to honor any of the instructions until you receive instructions to which all Authorized Persons agree; or (c) submit to a court of competent jurisdiction all funds which

are subject to the conflicting instructions (at which time you shall be automatically discharged from any obligations with respect to such funds).

### **SYSTEM REQUIREMENTS FOR MOBILE CHECK DEPOSIT SERVICES**

In order to use the Services, you must obtain and maintain at your expense, compatible hardware and software as specified by NE PA Community Federal Credit Union:

- Mobile Money App (GoDough) – Smartphone or Compliant Tablet Device:
  - Apple® iPhone® (iOS 10)
  - Android™ (Nougat, Marshmallow, Lollipop)
  - Windows Phone® 7
  - Microsoft® Surface® Pro

*Note: The RDA application does not support Apple® Boot Camp® or any virtualization software.*

NE PA Community Federal Credit Union is not responsible for any third party software I may need to use the Services. Any software is accepted by me and is subject to the terms and conditions of the software agreement I enter into directly with the third party provider at the time of download and installation.