



Remote Deposit Capture Disclosure and Agreement

This disclosure and agreement contains the terms and conditions for the use of this service and/or any other remote deposit capture service that Chadron Federal Credit Union ("CFCU or Credit Union") may provide.

REMOTE DEPOSIT CAPTURE SERVICES

Remote deposit capture services allow you to remotely deposit paper checks from your mobile device to your Chadron Federal Credit Union account by electronically transmitting a digital image of the paper check to the credit union.

SYSTEM REQUIREMENTS

To use this service, you must meet the following criteria:

- You must have a smart phone or other mobile device with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your mobile device service provider for additional information.
- You must have the Chadron Federal Credit Union mobile application installed on your device. The CFCU mobile application can be downloaded from your device's application store.

MEMBER ELIGIBILITY

You understand that you must be a CFCU member in good standing to be eligible to use these services.

You may not be eligible for these services if any of the following apply:

- Your account is frozen for any reason, including, but not limited to, fraud.
- You have mishandled these services or your account.
- You have not notified the Credit Union of a change of address and/or we have received returned mail for you.
- You have defaulted on any agreement with the Credit Union including, but not limited to, an account agreement or a loan agreement.
- Your account has been opened 30 days or less.

REQUIREMENTS OF CHECKS TRANSMITTED

Checks **MUST** be properly endorsed. You agree to endorse any item transmitted and to send a picture of the front and back of the item presented for payment. Endorsements must include the following:

1. "For Mobile Deposit Only"
2. Signature

You agree that you will not use the service to scan and deposit any checks or other ineligible items as follows:

- 1) Checks or items payable to any person or entity other than you.
- 2) Any third party checks, i.e., any item that is made payable to another party and then endorsed over to you by such party.
- 3) Checks or items drawn on one account and being deposited to the same account.
- 4) Checks or items containing obvious alteration to any of the fields on the front of the item.
- 5) Checks dated more than six (6) months prior to the date of deposit.
- 6) State issued checks
- 7) U.S. Treasury checks
- 8) Checks or items drawn on a financial institution located outside of the United States of America.
- 9) Checks or items not payable in American currency.
- 10) Photocopies of checks.
- 11) Money Orders.
- 12) Savings Bonds.
- 13) Checks purported to be a lottery or prize winning.
- 14) Checks previously submitted for deposit.
- 15) Checks or items prohibited by our current procedures.

Use of the service for any of these ineligible items may result in the suspension or termination of your use of the service.

At our discretion, we reserve the right to reject any item transmitted through the service without liability. We are not responsible for items that we do not receive or for images that are “dropped” during transmission. Once we receive an item for deposit, we will review the item for processing. You should review the deposit history to confirm status of the deposit. No additional notice will be sent if for any reason the deposit was rejected.

FUNDS AVAILABILITY

Funds deposited will be available in accordance with CFCU’s Funds Availability Policy Disclosure. Generally, checks scanned and received by CFCU before 2:00 p.m. Mountain Time on a business day using the service will ordinarily be credited with the funds available to you the same business day. However, we reserve the right to place a hold on the item in accordance with our funds availability policy. Checks scanned and received by CFCU after 2:00 p.m. Mountain Time on a business day or on a Saturday, Sunday or a Credit Union holiday will ordinarily be processed on the next business day.

MEMBER RESPONSIBILITIES

You are solely responsible for:

- Transmitting to the Credit Union a complete, accurate and legible image of the front and back of the original check without any alteration.
- Paying any overdraft or NSF fee charged by the Credit Union or any third party as a result of the Credit Union’s rejection of any item(s), or for any item(s) returned unpaid.
- Ensuring the safekeeping or destruction of the original item after the item has been scanned, transmitted and deposited electronically. We recommend keeping the paper check in its original form for 90 days after the date of the mobile deposit.

MEMBER WARRANTIES

By using the services, you represent and warrant that:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Remote Deposit Capture service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.
- You will comply with this Disclosure and Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless the Credit Union from any loss, due in whole or in part, to the breach of this warranty provision.

You may experience technical or other difficulties while using the service; while we strive to ensure this does not happen, we cannot and do not assume any responsibility for technical or other difficulties or any resulting damages that may occur. Some of the services may have qualification requirements, and we reserve the right to change them at any time without prior notice. We further reserve the right to change, suspend or discontinue the service, in whole or part, or your use of the service immediately and at any time without prior notice.

From time to time, the Credit Union may disable the Mobile Banking and Remote Deposit Capture Services without prior notice for scheduled maintenance and upgrades to the system.

You agree that we will not be liable for any damages from the use or the inability to use the service incurred by you or any third party arising from or related to the use of the service. You also agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip tracing fees, and outside services fees incurred while we are enforcing our rights under this agreement.

TERMINATION

You may terminate this agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of the service with or without cause. We may do so immediately if:

- a) You or any authorized user of your account breaches either this Agreement or any other agreements with the Credit Union;
- b) We have reason to believe that there has been or might be an unauthorized use of your account; or
- c) You or any authorized user of your account requests that we do so.
- d) If you close your account(s) associated with Remote Deposit Capture, you will no longer be able to use the Remote Deposit Capture service.

USE OF SERVICE

Your use of the service constitutes accepting the agreement. The agreement is subject to change from time to time by us. We will notify you of any material change via various channels (e-mail, our website, mobile banking platform, hyperlink or regular mail). Your continued use of the service will indicate that you accept the revised terms and conditions. We reserve the right, at our discretion, to change, modify, add, or remove portions from the service.