

# 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 Members Community Credit Union online banking and have the Members Community 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). You agree to use this service in accordance with the instructions posted at <https://www.memberscommunitycu.org/remote-deposit/>. 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. Members Community 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 Members Community Credit Union eBranch 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 Members Community Credit Union eBranch 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 eBranch.

**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 into

- 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 Members Community Credit 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 MCCU**”. 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. **Members Community 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 MCCU 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 Muscatine, Iowa. In general, if an image of an item you transmit is received AND ACCEPTED before 3:00 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.

**Deposit Limits.** In general the amount you may deposit with remote deposit capture on any single business day is \$2500.00, with a monthly maximum of \$20,000.00. This limit may be modified by us, from time to time. If you attempt to initiate a deposit in excess of this limit, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposits will still be subject to the conditions of this agreement, and MCCU will not be obliged to allow such a deposit in the future.

**Errors.** You agree to notify the Credit Union right away of any suspected errors regarding items deposited remotely, and in no event later than (30) thirty days after the applicable Credit Union account statement is sent. Unless you notify the Credit Union within (30) thirty days, such statement regarding all deposits made through RDC shall be deemed correct, and you are prohibited from bringing a claim against MCCU.

You may notify us at: Members Community Credit Union  
159 Colorado Street  
Muscatine, IA 52761  
563-264-7210

**Errors in Transmission.** By using the RDC services you accept the risk of an item being intercepted or misdirected during transmission. The Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Acceptance of Terms.** Your use of RDC constitutes your acceptance of this Agreement. This Agreement is subject to change. We will notify you of any material change via e-mail, text message, or online. You will be prompted to accept or reject any changes to this Agreement the next time you use the Service after the change is made. Your acceptance of the revised terms and conditions along with the continued use of the RDC will indicate your consent to be bound by the updated Agreement. Further, MCCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from RDC services.

**Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, which includes providing upon request and without further cost, any originals or copies of items deposited through RDC in your possession and your records relating to such items and transmissions.

**Termination.** We may terminate this Agreement and service at any time and for any reason. This Agreement shall remain in full force and effective until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use RDC in a manner inconsistent with the terms of your Member Services Agreement or any other agreement with MCCU.

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

**Ownership & License.** You agree the Credit Union retains all ownership and proprietary rights in RDC, associated content, technology, and website(s). Your use of the RDC service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use RDC. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Credit Union's business interest, or (iii) to the Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative

works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the RDC service.

**Account Ownership/Accurate Information.** You represent you are the legal owner of the Account(s) and other financial information which may be accessed via Members Community Credit Union's mobile app. You represent and agree all information provided to us is accurate, current and complete, and you have the right to provide such information to MCCU for the purpose of using Mobile Banking. You agree not to misrepresent your identity. You represent you are an authorized user of the device you will use to access the app.

**User Security.** You agree to take precautions to ensure the safety, security and integrity of your account and transaction while using the Members Community Credit Union mobile app. You agree not to leave your device unattended while logged in and to immediately log off when finished. You agree not to give out your username, password or other personal information to any unauthorized person(s). If you permit others to use your device, login or other means to access your account online, you are fully and wholly responsible for any transactions they may authorize and Members Community Credit Union will not be liable to you for any damages.

**DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF REMOTE DEPOSIT CAPTURE 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 THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM RDC WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE MEMBERS COMMUNITY CREDIT UNION 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 RESULTING FROM THE USE OR THE 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 THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF MEMBERS COMMUNITY CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.