

# Health Center Credit Union

## Remote Deposit Capture Disclosure Agreement

### Effective March 2020

#### A. Addendum.

This Remote Deposit Service Addendum applies to the Remote Deposit Service which is part of the Health Center CU Online Banking Service offered. The terms “Processor” may be used interchangeable when used in relation to any services performed by Health Center CU or by a processor or vendor on behalf of Health Center CU with respect for the service. This Addendum shall be considered as part of the Health Center CU Online Banking Agreement and supplements your Deposit Account Agreements with the Credit Union, and it applies specifically to the Service available to you under this Addendum. Terms defined in the Agreement shall have the same meaning in the Addendum, unless otherwise stated below. In the event of a conflict between the Addendum and Deposit Account Agreement, this Addendum will govern with respect to the Service and your use of the Service.

#### B. General Terms and Conditions

We may add new terms and conditions and such changes shall become effective as stated in any notice sent to you. Examples of such notices include, but are not limited to, newsletters, emails, disclosures, etc. Your continued use of the Service will indicate your acceptance of any such changes.

This Agreement establishes the rules that govern the processing of deposited checks through members accounts using Health Center CU Mobile Deposit. The acceptance of this Agreement or use of the Service means you agree to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy for your records.

#### C. Deposit Limits

Health Center CU may establish daily and/or monthly limits on the dollar amount and/or number of items or deposits at any time at our discretion. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit, and the account will not be credited. These limits are:

- **Daily Deposit Limit of \$1500.00**
- **Number of Checks Deposited per day 3**

#### D. Remote Deposit Capture Service.

The Service allows you to deposit checks (“**Original Checks**”) to your checking, or savings accounts with the Credit Union App from home or other remote locations by using your eligible Mobile Device to capture images of the Original Checks and transmitting the digital images and associated deposit information (“**Images**”) to us or our Processor with your Mobile Device. HCCU

will review the image to ensure it meets image quality standards for deposit and collection of the check.

- **Eligibility:** (a) You must be enrolled in Online Banking (b) Have the mobile app installed on your mobile device (c) have one or more eligible Deposit Accounts, and your account's must be in good standing.
- **Enrollment:** In order to use Remote Deposit Capture, you must: (a) enroll in Health Center CU Online Banking Service first, (b). have an eligible Mobile Device (c) download the HCCU app. Only certain camera-enabled Mobile Devices may be used with the Service, as specified by us from time to time.
- **It is your responsibility to provide us with accurate telephone numbers and email address and to notify us immediately if any of this information changes.** We reserve the right to refuse or cancel your registration for the Service if we cannot verify information about you and/or your Mobile Device.
- **Fees and Charges:** You are responsible for telephone/mobile internet service fees you incur in connection with your use of Remote Deposit Capture Service.
- **Unavailability:** Remote Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider and Internet software. In the event Remote Deposit Capture is unavailable, you may deposit Original Checks at our branches, ATM's or through our night depository or by mailing the Original Check to: 1424 Walton Way, Augusta Ga. 30901

#### **E. Eligible Items.**

You agree to capture check images and deposit only checks as the term is defined in the Federal Reserve Regulation CC. You agree that the image of the check transmitted to the Credit Union (each such check image a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of the Uniform Commercial Code. You can only deposit Checks using Remote Deposit Capture, however there are some items that may not be deposited through Remote Deposit Capture.

#### **Checks that you cannot deposit** through Remote Deposit Capture

- Checks payable to any person or entity other than you.
- Checks payable to a business; remote deposit capture is for deposits made into personal accounts.
- Checks payable to club accounts.
- Checks containing any alteration of which you know or should have known or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
- Any Checks that are not in original form with a signature, such as substitute checks or remotely created checks.
- Checks that are stale dated, dated more than six (6) months prior to the date of

deposit.

- Checks that are postdated, display a future date.
- Insurance checks.
- Checks written off an account at a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks that are otherwise not acceptable under the terms of your **Account Agreement**.

Any check that you attempt to deposit using Remote Deposit Capture is subject to verification by HCCU and final settlement. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting one of our branches, night depository, or by mail.

#### **F. Check Requirements and Image Quality**

You are responsible for the image quality of any image that you transmit. If an image that we receive from you for your deposit is not sufficient quality, we may reject the image without prior notice to you.

Each image must provide all information on the front and back of the original check at the time 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), required written information on the front of the original check and any endorsements applied to the back of the original check.

- **Image Quality:** The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
- **Endorsements:**  
Endorsements must be made on the back of the share draft or check within 1 ½ inches from the top edge. Your endorsement on the back of the original check; **must include**

**Your signature**

**The words "For HCCU Remote Deposit Only"**

**Your Account Number**

**Current day's date (preferred but optional)**

- **If the check is not endorsed with the required endorsement, it will NOT be accepted for deposit.** Any loss you incur from a delay or processing error resulting from an irregular endorsement or other markings will be your responsibility.

#### **G. Handling of Transmitted Items**

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.

You agree not to allow an item to be deposited or presented for payment more than once to the extent that it could result in the payment of the item more than once. If an Image of an item has been transmitted to us or to any other financial institution, you will not allow the item to be subsequently presented by any other means. If any item is presented or deposited more than once, we may at our discretion reject it or return it and charge it against your account without prior notice to you.

For any image which you have transmitted to HCCU you shall be responsible for preventing the transmission of another image of the item or presentment of the item by any other means. You agree to retain the item for at least 45 days from the date of the deposit. Securely store the item and deliver any original item to us upon our request. Upon expiration of the 45 day period, you shall destroy any item of which you have transmitted an image or otherwise render it incapable of transmission or presentment.

You agree to cooperate with us in the review of investigation of any transactions, poor quality transmissions or claims including, without limitation, by providing, upon request and without cost, any originals or copies of items in your possession and your records relating to items and transmissions in the event you fail to comply with our request you agree to be liable for any loss arising from your failure.

All images processed for deposit through Remote Deposit will be treated as “deposits” under your current Membership and Account Agreement with us and will be subject to all terms of the Membership Booklet and Truth-in-Savings Disclosure.

### **Item Processing**

We may process the Images you send to us electronically through other financial institutions, or we may create Image Replacement Documents that will be processed through traditional check processing methods. If you send us images that are incomplete, fail to meet quality requirements or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your account or any other account in your name. You agree to be bound by any clearinghouse agreements operating circulars and image exchange agreements to which we are a party.

### **Receipt of Items**

We reserve the right to reject any image or item transmitted through the service at our discretion, without liability to you. We are not responsible for image we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received only when you have received final credit to your account.

### **Funds Availability**

If an Image you transmit through the Service is received and accepted before 2:00 PM Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. You agree, however, that Items transmitted through the Service are not subject to the funds

availability requirement set forth in the “Funds Availability Policy and Disclosure” section of the Credit Union’s Membership and Agreement and Disclosures or Regulation CC of the Federal Reserve Board. Nevertheless, we will generally make the first \$200.00 of a day’s total deposits available by the first (1st) business day after the day of your deposit and the remainder available by the second (2nd) business day after the day of your deposit.

Health Center CU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we deem relevant. We reserve the right to delay availability up to 60 days from the date we receive payment for items transmitted through the Service.

Note: Money Orders may require extended holds.

## H. Returned Deposits

Any credit to your account for checks deposited using Remote Deposit Capture is provisional. If Original Checks deposited through Remote Deposit Capture 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, issues relating 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, Health Center CU, for **ALL** loss, cost, damage and/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, Health Center CU, may debit any of your accounts (excluding Tax-favored Accounts) to obtain payment for any item that has been rejected or returned, for any adjustment 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.

- **Return Item Fee:** As already established, Health Center CU will charge a return fee disclosed in our Rate & Fee Schedule which represents only a part of the required Truth-in-Savings disclosures and must be used together with the Account Agreement to obtain full and complete disclosure of all terms and conditions of your account.

## I. Your Warranties

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

- The amount, payee(s), signature(s), and endorsement(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 are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

#### **J. Your Responsibilities**

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 prohibited from bringing a claim against Health Center CU 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.

#### **K. Authorized Users**

The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the Services using valid member and user login ID's and passwords. Including such persons who may not be signers on the account. Except as otherwise provided by law, you will indemnify Health Center CU and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Service. You agree to provide each authorized user a copy of these terms in connection with their use of the Service. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on your account at our discretion. We may deny your access to the Service without prior notice if we are unable to confirm any person's authority to access the Services or if we believe such action is necessary for security reasons.

#### **L. Security Requirements**

To prevent unauthorized usage of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. By securing these devices, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Additionally, Health Center CU may also request additional information from you.

**M. Right to Terminate**

Health Center CU In addition to any other provision in the Agreement or the Deposit Agreement on the subject, Health Center CU may, in its sole discretion and without prior notice to you unless otherwise required by applicable law, elect to suspend or terminate your use to the Remote Deposit Service (i) if you or we close the Deposit Account(s) established in connection with the Remote Deposit Service, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to the Remote Deposit Service, (iii) in the event of a material breach in the performance or observance of any term, or breach of any representation or warranty, by you, (iv) if we believe immediate action is required for the security of your or Health Center CU funds, or (v) if we reasonably believe that the continued provision of the Remote Deposit Service would violate federal, state or local laws or regulations, or would subject Health Center CU to unacceptable risk of loss. Notwithstanding any termination, this Addendum shall remain in full force and effect with respect to all transactions initiated prior to such termination.

Member: You may cancel your Remote Deposit Capture service at any time. You agree that we can terminate or limit your access.

**N. Electronic Signature**

You consent and agree that your selection of the “I Agree” button, your enrollment to use the Service or your use of the Service constitutes your signature, acceptance and agreement to the terms and conditions of this agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification of third part verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.