



## **Remote Deposit Capture Disclosures**

These Remote Deposit Capture (RDC) Disclosures contain the terms and conditions for the use of 121 Financial Credit Union's Remote Deposit Capture service (the "Service"). Please read these Disclosures completely and retain them with your personal records. By selecting the "I Agree", or using, or allowing another person to use, the Mobile Banking and/or Remote Deposit Capture services offered by 121 Financial Credit Union Services, you (Consumer or Business member) are agreeing to be bound by the terms and conditions of these Disclosures.

In addition to these Disclosures, your Account is also governed by our *Membership and Account Agreement*, our Electronic *Fund Transfers Agreement and Disclosure*, and our *Fee Schedule* (together, the "Deposit Agreement"). However, in the event of a conflict, the terms and conditions of these Disclosures shall supersede the terms and conditions of the Deposit Agreement with respect to the deposits made through the Service. Deposits made through other channels continue to be governed by the Deposit Agreement.

### **SERVICE**

RDC is designed to allow you to make deposits to your Account from home or other remote locations by scanning checks and delivering the images and associated deposit information to 121 Financial Credit Union.

### **ACCEPTANCE OF THESE TERMS**

Your use of the Service constitutes your acceptance of these Disclosures, which are subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Disclosures. However, your continued use of the Service will indicate your acceptance of the revised Disclosures. Further, 121 Financial Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service. 121 Financial Credit Union reserves the right to terminate these Disclosures and/or your use of service at any time, with or without cause.

### **LIMITATIONS OF SERVICE**

When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. There may be qualification requirements for use of the Service, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

### **ELIGIBILITY LIMITATIONS**

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 the Service or your Account
- You have defaulted on any agreement with 121 Financial Credit Union, including, but not limited to, an account agreement, a loan agreement, or a Courtesy/Privilege Pay Repayment plan.

## **DEFINITIONS**

"You" and "your" means a person who has applied for or uses the Mobile Deposit service for personal use.

"Credit Union," "we," "us" and "our" mean 121 Financial Credit Union and its successors or assigns.

"Account" means your deposit account with us to which you are authorized to make a deposit using a Mobile Device.

"Check 21" means the Check Clearing for the 21st Century Act.

"Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.

"Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21.

An "Item" is an original: check, cashier's check, official check, U.S. Treasury check, or any other payment instrument drawn on a financial institution within the United States and payable in U.S. currency that is payable to you. Items are deemed to be "items" under the Uniform Commercial Code and "checks" under The Expedited Funds Availability Act and Regulation CC.

## **ENDORSEMENTS**

You agree to restrictively endorse any Item transmitted through the Service as "For Mobile deposit at 121FCU" or as otherwise instructed by 121 Financial Credit Union. You agree to follow any and all other procedures and instructions for use of the Service as 121 Financial Credit Union may establish from time to time.

## **IMAGE QUALITY**

You are responsible for the image quality of any Image that you transmit. If an Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our Image quality standards as we may establish them from time to time, we may reject the Image without prior notice to you.

Each image must include the front and back of the Item and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.

## **HANDLING OF TRANSMITTED ITEMS.**

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. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, 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, 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 14 calendar days from the date of the Image transmission, and thereafter to either destroy any Item of which you have transmitted an Image, or to otherwise render it incapable of transmission or presentment.

### **COOPERATION WITH INVESTIGATIONS**

You agree to cooperate with us in the review or investigation of any transactions, poor quality transmissions or claims, including, without limitation, by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

### **PROCESSING IMAGES**

You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other bank to which an Image is sent to handle the Image or IRD.

### **DEPOSIT OF OTHER ITEMS; DEPOSITS WHEN SERVICE NOT AVAILABLE**

You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason we are not able to recognize something transmitted as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a Credit Union branch, ATM, or mail. You further agree to use such other channels when the Service may not be available.

### **ITEM PROCESSING**

At our sole discretion, 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, that fail to satisfy our image 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. 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 Images we do not receive or for Images that are dropped during transmission. An Image of an Item shall be deemed received only when you receive a confirmation from us that we have received the Image and accepted your deposit. Receipt of such confirmation does not mean that the transmission was error free or complete.

## **AVAILABILITY OF FUNDS**

You agree that Items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Service will be available after 121 Financial Credit Union receives payment for the funds submitted. 121 Financial Credit Union 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 121 Financial Credit Union, in its sole discretion, deems relevant.

## **RETURNED ITEMS**

You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account or any other account in your name. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD. You will be subject to fees as outlined in the Fee Schedule.

## **DEPOSIT LIMITS**

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time, without prior notification. Without in any way limiting the foregoing, you agree each account is not permitted to exceed a daily deposit limit of \$10,000.00 and any attempted deposit which would cause this limit to be exceeded will not be accepted.

## **HARDWARE AND SOFTWARE**

To use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by 121 Financial Credit Union from time to time. 121 Financial Credit Union is not responsible for any third-party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter directly with the third-party software provider at time of download and installation.

## **ERRORS**

You agree to notify 121 Financial Credit Union of any suspected errors regarding Items deposited through the Services right away, and in no event later than 60 days after the applicable 121 Financial Credit Union account statement is sent. Unless you notify 121 Financial Credit Union within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against 121 Financial Credit Union for such alleged error.

## **PRESENTMENT**

The manner in which the Items are cleared, presented for payment, and collected shall be in 121 Financial Credit Union's sole discretion subject to the Deposit Agreement and Disclosures governing your account.

## **REPRESENTATIONS AND WARRANTIES**

You make the following representations and warranties to us:

- a. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
- b. You will use the Service to transmit and deposit Images of Items only.
- c. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
- d. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
- e. Items submitted for deposit through use of the Service are valid Items and you will reimburse and indemnify the Credit Union for all loss, damage, and expenses, including reasonable attorney's fees, incurred in defending any allegation that such Items are invalid or fraudulent.
- f. Items have not been altered.
- g. Each Item bears all required and authorized endorsements.
- h. Each Item has been endorsed as "For Mobile Deposit at 121FCU".
- i. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code.
- j. All Images accurately and legibly represent all of the information on the front and back of the Item.
- k. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, (vi) that is not payable in United States currency, (viii) that is dated more than 6 months prior to the date of deposit, or (ix) that is created by you purportedly on behalf of the maker, such as a remotely created check.
- l. No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
- m. You will use the Service in the manner required by this Agreement and the User Guide.
- n. Your understanding that acceptance of the End User License Agreement is required for use of the Service.
- o. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.
- p. All information you provide to us is accurate and true.

You shall be deemed to have repeated each of the foregoing representations and warranties each time you transmit an Image through use of the Service.

## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

In addition to the indemnifications and limitations on liability contained in the *Consumer/Business Membership and Account Agreement*, you hereby indemnify and hold harmless Credit Union and each of its directors, officers, employees, agents, successors, and assigns (“Indemnitees”) from and against all liability, loss, and damage of any kind (including attorneys’ fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of (a) the Service, (b) any Image, Item or IRD, (c) any failure by you to comply with the terms of this Agreement or breach by you of any representation or warranty contained herein, (d) any failure by you to comply with applicable laws and regulations, or (e) any acts or omissions of you or any third party. This paragraph shall survive the termination of this Agreement for any reason.

YOU AGREE YOUR USE OF THE SERVICES 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. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 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 NONINFRINGEMENT. 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 THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

YOU AGREE THAT WE 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF 121 FINANCIAL CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, YOU AGREE FURTHER THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## **GOVERNING LAW**

This Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to the laws of the State of Florida and of the United States. In the event of any dispute arising out of or related to the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery. You and we agree any legal action related to this Agreement shall be filed and heard Duval County, Florida, except as prohibited by applicable law.

## **INTELLECTUAL PROPERTY**

These Disclosures do not transfer to you any ownership or proprietary rights in the Service or any associated software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service and any associated software.

Neither you nor any user you authorize will (a) sell, lease, distribute, license or sublicense the Service; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reason; (c) provide, disclose, divulge or make available to or permit use of the Service by any third party; (d) copy or reproduce all or any part of the Service; or (e) interfere, or attempt to interfere, with the Service in any way.

## **OTHER TERMS**

You may not assign this Disclosure. This Disclosure shall be governed by the laws of the State of Florida and of the United States. A determination that any provision of this Disclosure is unenforceable or invalid shall not render any other provision of this Disclosure unenforceable or invalid.

**ELECTRONIC SIGNATURE:** By selecting "I Agree", you consent and agree that your use, or allowing another person to use, the Mobile Banking and/or Remote Deposit Capture services offered by 121 Financial Credit Union constitute your signature, acceptance and agreement to the terms and conditions provided of these remote Deposit Capture Disclosures 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 or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.