

## **Monroe County Community Credit Union Remote Deposit Service Agreement**

This Remote Deposit Capture (RDC) Service ("Service") is designed to allow You to make check deposits to Your account, from Your camera-enabled mobile device capable of capturing check images and information, and electronically delivering the items and associated deposit information to Monroe County Community Credit Union or the Credit Union's designated processor. The service is only available to Members in good standing. Please read this agreement carefully and retain and/or print it for Your personal records. A printable copy of this agreement is located on the Credit Union's website at [www.mcccu.org](http://www.mcccu.org) in the Disclosure section under the See More tab. If You are unable to print this document, a copy can be provided to You by the Credit Union upon Your request. By accessing the Remote Deposit Capture Service, You acknowledge electronic receipt of the Credit Union's Remote Deposit Capture Disclosure and Agreement. You agree that You have read this Disclosure and Agreement in its entirety and will abide by its terms and conditions. In this Disclosure and Agreement, the terms "You" and "Your" refer to the member, and the terms "We", "Us", "Our", "MCCCU" and "Credit Union" refer to Monroe County Community Credit Union. "Account" and "Accounts" mean checking and savings accounts that are tied to Your member identification number. "Account(s)" shall not refer to Individual Retirement Accounts, or any other account receiving favorable tax treatment under state or federal law.

### **ACCOUNT AGREEMENTS INCORPORATED INTO THIS AGREEMENT**

The terms and conditions in this Agreement do not replace, but are in addition to, any account agreements You have with MCCCU, including Your Membership and Account Agreement, Account Card, Truth in Savings Disclosure, MCCCU's Fee Schedule, or any accompanying schedules, MCCCU's Electronic Funds Transfer Agreement, Funds Availability Disclosure, and any overdraft protection agreement, and any change of terms notices (together with the Account Agreement).

### **ELIGIBILITY OF USE / ACCOUNT**

Not all accounts are eligible for this Service. Deposits can only be made into an eligible savings account or checking account. The Service is available to all Membership types with the exception of Payee and fiduciary-type accounts (trusts, Power of Attorney, Custodian etc.). Non-profit and club accounts will be reviewed on a case-by-case basis. Remote transactions are not available for specific share types, including Individual Retirement Accounts, loans, and Visa Credit Card. Transfers can be made from remote deposit accounts to any other share accounts via online or mobile banking services, in branch or via telephone and may be completed once funds become available.

Eligibility requirements are a matter of Credit Union procedure and are subject to change from time to time. To be eligible for this service You must have an Account, be a member in good standing at the time You attempt Your deposit, Your Account must be established for more than 30 days, and You must be at least 18 years of age.

### **LIMITATION AND TERMINATION OF SERVICES**

This Service is a privilege and the Credit Union reserves the right to suspend or terminate access to the service at any time with or without prior notice. The Credit Union also reserves the right to deny access to an Account or to deny transactions under certain circumstances. We may do so immediately and at any time without prior notice to You. We also reserve the right to change this Agreement at any time. However, if We make a material change in this Agreement or the service, We will notify You. Your continued use of the service constitutes Your agreement to the new terms. MCCCU also reserves the right to impose limits on the number of Deposits or on the dollar amount of Deposits You may make using the Service.

When using this service, You may experience technical or other difficulties. We do not assume liability of any technical or other difficulties that You may incur. The Service may be suspended or terminated at the sole discretion of Credit Union, but will typically be the result of an account that does not meet the conditions discussed in the previous section or reasonable suspicion of illegal activity or activity that presents a high risk of loss for the credit

union. Additionally, You may stop using the optional Service at any time without notification to Credit Union. In the event this service is not available to You, You may deposit Your checks at any branch office location, participating ATM, or by mail.

#### **HARDWARE/SOFTWARE REQUIREMENTS**

In order to use the Service, You will need Internet access and an appropriately enabled mobile device, and You must be registered for MCCCUC's Online Banking. You must have a Mobile Device that is acceptable to Us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that We and/or Our service provider(s) establish and specify. We and/or Our service provider(s) may change these specifications and/or requirements from time to time. The Credit Union is not responsible for any third-party software You may need to use the Services. You understand and agree that You are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and the cost thereof, and You hereby agree that You will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades, and replacements, and such performance shall be rendered by properly trained personnel. You must install and test Your Mobile Device, Your system, and any other required hardware and software before You make Your first deposit through the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that You enter directly with the third-party software provider at the time of download and installation. MCCCUC is not responsible for, and You hereby release Us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of Your hardware or software, or failures of, or interruptions in any electrical, telephone, or Internet services. MCCCUC hereby advises You, and You hereby agree, to scan Your hardware and software on a regular basis using a reliable virus detection product in order to detect and remove computer viruses. You agree that all images and files transmitted to Us through the Service will contain no viruses or any other disabling features that may have an adverse impact on Our network, data, or related systems.

#### **DATA SECURITY**

To reduce the risk of fraud, You agree to complete each deposit promptly. If You are unable to complete Your deposit promptly, You will ensure that Your mobile device remains securely in Your possession until the deposit has been completed. It is Your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify Us immediately by telephone at 734-242-3222 or 800-541-2222 and with written notice at Monroe County Community Credit Union, 715 N. Telegraph Rd. Monroe, MI 48162 if You learn of any loss or theft of original checks. You will ensure the safety and integrity of Your Service password, and original Checks from the time of receipt until the time of destruction. If warranted in Our reasonable judgment, We may audit and monitor You, and You agree to cooperate with Us to permit such monitoring, to confirm that You have satisfied Your obligations under this Agreement.

#### **ITEMS ELIGIBLE FOR DEPOSIT AND PROHIBITED CHECKS**

You agree to scan and deposit only "checks" as that term is defined in Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A ("Reg. CC"). When the image of the check transmitted to the Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code enacted by the State of Michigan.

You agree that You will not use the service to scan and deposit any checks or other items as described below:

- Checks or items payable to any person or entity other than a listed owner on the account or any checks with a third-party endorsement;
- Checks or items 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;

- Checks or items containing obvious alteration to any of the fields 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 or item is drawn, including checks received via Internet solicitations;
- Checks or items previously converted to a substitute check, as defined in Reg CC;
- Checks or items drawn on a financial institution located outside the United States or checks that are payable in anything other than United States currency;
- Checks or items that are remotely created checks, as defined in Reg CC;
- Checks or items dated more than 6 months prior to the date of deposit or that have a future date;
- Checks or items prohibited by the credit union's current procedures relating to the services or which are otherwise not acceptable under the terms of Your credit union account;
- Checks that represent kiting, floating, or any other acts of fraud or illegal activities. These actions will be considered "Account Abuse," and will result in the immediate termination of the Service, and possible criminal prosecution;
- Checks from a foreign lottery, whether You entered the foreign lottery or not;
- Checks for a "work from home" or similar program that You find or finds You on the Internet such as Craig's List, etc;
- Checks that are not acceptable to the Credit Union for remote deposit, including but not limited to COMDATA checks, or other checks that require authorization, Traveler's checks, Savings Bonds, or mutilated checks;
- Checks drawn off a Home Equity Line of Credit or a Credit Card Cash Advance;
- Any item re-presented or any item previously deposited and returned unpaid;
- Any other checks that are prohibited by Your MCCCUC Membership and Account Agreement or are otherwise not acceptable under the terms of Your Credit Union account, or are in violation of any law, rule or regulation.

Checks described above are Prohibited Checks. If You deposit a Prohibited Check, You agree to indemnify and reimburse MCCCUC for, and hold MCCCUC harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) MCCCUC may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained the Credit Union's written consent to do so, You provide the Credit Union with an electronic representation of a substitute check for deposit into an account instead of an original check, You agree to indemnify and reimburse the Credit Union for, and hold the Credit Union harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) the Credit Union incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

#### **IMAGE QUALITY REQUIREMENTS**

The image quality of the items must meet all standards established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. Each image of each check shall be of such quality that the following information can clearly be read and understood by sight review of such image:

- The amount of the check;
- The payee of the check;
- The signature of the drawer of the check;
- The date of the check;
- The check number;
- The information identifying the drawer and the paying financial institution that is preprinted on the check, including the MICR line; and

- All 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.

You shall also capture and transmit to the Credit Union the full-field MICR encoding preprinted on the bottom of each check. In accordance with the procedures, You shall ensure that the following information is captured from the MICR line of each check:

- The American Bankers Association routing transit number (“RTN”);
- The number of the account on which the check is drawn;
- When encoded, the amount of the check; and
- When encoded the serial number and the process control field of the check.

### **ENDORSEMENT REQUIREMENTS**

You agree to restrictively endorse (place the words “FOR REMOTE DEPOSIT AT MCCCCU ONLY” above Your signature) any item transmitted through the Service or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the service as the Credit Union may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although We may accept endorsements outside this space. Any loss We incur from a delay or processing error resulting from an irregular endorsement or other markings by You will be Your responsibility. For a check payable to You and any joint owner(s) of Your Credit Union account, the check must be endorsed by all such payees and You may only use Remote Deposit to deposit such check into a Credit Union account jointly owned by all such payees. If the check is made payable to You and any non-joint owner, You may not deposit the check into Your Credit Union account using the service. And, You agree never to re-present the item.

### **RECEIPT OF ITEMS AND REJECTION OF DEPOSITS**

We reserve the right to reject any item transmitted through the service, at Our discretion, without liability to You. 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 You receive a confirmation from Us that We have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

### **ITEMS RETURNED UNPAID**

A written notice will be sent notifying You of items returned unpaid, as well as items We are unable to process because of returned items. With respect to any item that You transmit to Us for remote deposit that We credit to Your account, in the event such item is dishonored, You authorize Us to debit the amount of such item from Your account as well as any associated fee that may be issued. A list of these fees and charges can be found on Our Membership Fee Schedule found under the Disclosures section of Our website [www.mcccu.org](http://www.mcccu.org). The Credit Union reserves the right to limit or terminate service to You at any time without notice as a result of returned items.

### **ERRORS**

The Credit Union has no obligation to detect errors by You or others, even if We take certain actions from time to time to do so. To ensure accuracy, You agree to accurately enter the dollar amount of each deposit according to the legal amount (written amount) rather than the courtesy amount (numeric amount) if they differ.

The Credit Union will provide You with periodic statements that will identify the deposits You make through the Service. You agree to notify Us of any suspected errors, omissions, or discrepancies in a deposit promptly and in no event later than sixty (60) days after the periodic account statement for that account is sent. Unless You notify Us

within 60 days, such statement regarding deposits made through the service will be deemed correct, and You are prohibited from bringing a claim against us for an alleged error. You may notify Us by calling 734-242-3222 or 800-541-2222, by writing to 715 N. Telegraph Rd. Monroe, MI 48162, or by visiting any of Our locations during business hours.

#### **FUNDS AVAILABILITY**

You agree that items transmitted using the Remote Deposit Capture Service are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. Generally, Our policy is to make the first \$200 in funds from an image of an item You submit through the Remote Deposit Capture Service available to You on the first (1st) business day after Your deposit, and the remaining funds may be available by the second business day following the deposit. It is the sole discretion of Monroe County Community Credit Union to make funds available sooner or hold them longer as We deem reasonable based on factors We deem relevant. We will notify You in writing if the availability of Your funds will be delayed or if an item will be placed on an extended hold.

#### **DEPOSIT LIMITS, BUSINESS DAYS, CUTOFF TIMES**

The Credit Union will assign deposit limits for the Remote Deposit Service (including limits on the dollar amounts and/or number of Checks that You may deposit through the Service each day and month). We reserve the right to modify such limits from time to time, and You agree to comply with all such set limits. You may view the limits within the Remote Deposit Service upon depositing a check.

Every day is a business day, except Saturday, Sunday, and Federal Holidays. As of the date of this Agreement, Our daily cutoff time on a business day in which We are open is the close of business that day. Deposits received after the close of business on a business day or on a day We are not open We will consider that deposit was made on the next business day We are open. All cutoff times are Eastern Time as observed in Detroit, Michigan, but on a few days it may be earlier. Subject to applicable law, this is subject to change at MCCCCU's sole discretion.

#### **STORAGE AND DESTRUCTION OF ORIGINAL CHECKS**

It is Your sole responsibility to ensure Your checks are safely and properly stored and destroyed. Upon receipt of a confirmation from the Credit Union that We have received the image of an item and the item has been deposited to Your account, You agree to prominently mark the item as "VOID". You agree to retain all checks, or a sufficient copy of the front and back of the items, for a period of at least thirty (30) days, and also agree to promptly provide these to the Credit Union if requested within five (5) business days at Your expense in order to aid in the clearing and collection process, resolve claims by third parties with respect to any item, or support Credit Union audits. After the 30 day retention period expires, You agree to properly destroy the item to ensure that it is not re-presented for payment. Acceptable destruction may be done by cross-cut shredding or another commercially acceptable means of destruction.

#### **UNAVAILABILITY OF SERVICES**

You understand and agree that Services may at times be temporarily unavailable due to maintenance, technical difficulties or any other reason. It is Your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by Us. In the event that the Services are unavailable, You acknowledge that You can deposit a check during business hours at a branch, through an ATM if applicable, or by mailing the check to one of Our branch locations listed on Our website [www.mcccu.org](http://www.mcccu.org).

#### **USER WARRANTIES AND INDEMNITY**

By using the Remote Deposit Capture Service, You make the following warranties and representations with respect to each image of a check You transmit to Us utilizing the Service:

- You will only transmit eligible checks;
- The item/items transmitted are complete, accurate and unaltered items payable to You, that originated as paper items, and that You are legally entitled to negotiate them;
- 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 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 checks 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 defend, indemnify and hold harmless the Credit Union and any Credit Union third party service from any claims, damages, losses, liability or expenses (including attorney fees) due in whole or in part, to the breach of this warranty provision. This indemnity shall survive termination of Your account(s) with Us and this Agreement.

#### **OWNERSHIP AND LICENSE; TERMINATION OF RIGHTS**

You agree that you have no ownership interest in the Service and that Your use of the Service is subject to Your compliance with this Agreement and the Procedures. Any breach of this Agreement immediately terminates Your rights to use the Service. Without limiting the foregoing, You may not use the Service in any way or for any purpose that is contrary to MCCCUC's business interests or harmful to the Credit Union. In addition, You agree that You will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or any other feature of the Service, (ii) copy or reproduce all or any part of the technology or the Service; or (iii) interfere, or attempt to interfere, with the technology or the Service.

#### **EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY**

Your use of the Service is at Your own risk. The Service and related documentation is provided "as is." We disclaim all warranties of any kind, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose and non-infringement. We make no warranty that the Service (a) will be uninterrupted, timely, secure or error-free; (b) that the results from the Service will be accurate or reliable; and (c) that any errors 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 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 Service, regardless of the form of action or claim, whether contract, tort, strict liability or otherwise, even if We have been informed of the possibility thereof.

#### **MEETING YOUR OBLIGATIONS**

If your use of the Service results in your becoming indebted to MCCCUC, You agree to pay what You owe Us upon Our demand. If You do not do so, You agree to pay reasonable collection costs We incur before taking legal action against You. If We take legal action to collect what You owe, You agree to pay Our reasonable attorney's fees and court costs in addition to any other remedy the court finds proper. We have the right to offset (as explained in the Membership Account Agreement) against any Account in which You or a joint owner may have an ownership right, to remedy any loss or account deficiency as a result of Your use of the Service.