

## Kenmore Teachers Federal Credit Union

### Remote Deposit Capture Service Agreement

This Remote Deposit Capture Service Agreement contains the terms and conditions for the use of Remote Deposit Services that **Kenmore Teachers FCU (KTFCU)** may provide to you. The word "Remote Deposit" or "Remote Deposit Service" means the remote check deposit capture service offered by **KTFCU** through the mobile application. The word "account" means any one or more deposit accounts you have with **KTFCU**. By using the Remote Deposit Service or clicking the electronic signature "acceptance" below, you and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. Other agreements you have entered into with **KTFCU**, including your Membership and Account Agreement, as amended from time to time, are incorporated by reference and made a part of this Agreement.

**Services.** The Remote Deposit Service is designed to allow you to make deposits to your checking or share accounts from home or other remote locations by imaging checks and delivering the images and associated deposit information to **KTFCU** or **KTFCU's** designated processor.

**Acceptance of these Terms.** Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change on our website by providing a link to the revised Agreement. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after **KTFCU** has made a material change. Your acceptance of the revised terms and conditions along with the continued use of the Service will indicate your consent to be bound by the revised Agreement. Further, **KTFCU** 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.

**Limitations of Service.** When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. 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.

**Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software including mobile applications as specified by **KTFCU** from time to time. **KTFCU** 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.

**Fees.** Deposited ineligible items listed below are subject to a Return Deposit Item fee.

**Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC. When the image of the check that was transmitted to **KTFCU** is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an 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 converted to a substitute check or remotely created checks, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit unless otherwise stated on the check.
- Checks payable on sight or payable through Drafts as defined in Regulation CC.
- Checks with any endorsement on the back other than that specified in this agreement.

- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks that are in violation of any federal or state law, rule, or regulation.

**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Service as: **"FOR MOBILE DEPOSIT ONLY - KTFCU"** or as otherwise instructed by **KTFCU**. You agree to follow all other procedures and instructions for use of the Service as **KTFCU** may establish from time to time. You understand that without required endorsement any item can and will be refused for deposit.

**Receipt of Items.** 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. 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 that **KTFCU** is not liable for any loss, costs, or fees you may incur because of our chargeback of an ineligible item. We reserve the right to place any applicable hold as regulated by Regulation CC on any item that is transmitted for deposit.

**Presentment.** The way the items are cleared, presented for payment, and collected shall be in **KTFCU's** sole discretion subject to the Membership and Account Agreement governing your account.

**Errors.** You agree to notify **KTFCU** of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable account statement is sent. Unless you notify **KTFCU** 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 **KTFCU** for such alleged error.

**Errors in Transmission.** By using the Service, you accept the risk that an item may be intercepted or misdirected during transmission. **KTFCU** bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Image Quality.** The image of an item transmitted to **KTFCU** using the Service must be legible, as determined in the sole discretion of **KTFCU**. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by **KTFCU**, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

**User Warranties and Indemnification.** You warrant to **KTFCU** that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- You will store and destroy items to prevent duplicate presentment of the item by you or another party.
- All information you provide to **KTFCU** is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to **KTFCU** do not contain computer viruses or malware.
- You agree to indemnify and hold harmless **KTFCU** from any loss for breach of this warranty provision.

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

**Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and 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 Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your Membership and Account Agreement or any other agreement with us.

**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 our rights with respect to any other transaction or to modify the terms of this Agreement. If 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 that **KTFCU** retains all ownership and proprietary rights in the Service, associated content, technology, and website. Your use of the 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 the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to **KTFCU's** business interest, or (iii) to **KTFCU's** actual or potential economic disadvantage in any aspect. You may use the Service 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 Service.

**Disclaimer of Warranties.** You agree your use of the service 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 service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a purpose and noninfringement. We make no warranty that the service (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 service or technology will be corrected.

**Limitation of Liability.** 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 service 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 service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if **KTFCU** has been informed of the possibility thereof.

**Enforcement.** You agree to be liable to **KTFCU** for any liability, loss, or expense as provided in this Agreement that **KTFCU** incurs because of any dispute involving your accounts or services. You authorize **KTFCU** to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of New York as applied to contracts entered solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to New York law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.