

## Remote Deposit Capture User Agreement

June 14, 2024

This Remote Deposit Capture User Agreement (“Agreement”) contains the terms and conditions for the remote deposit capture (“RDC”) services that New Directions Community Credit Union (“NDCCU”, “Credit Union”, “us”, “our” or “we”) may provide to you (“you”, “your”, “yours”, or “user”) Other agreements you have entered in to with NDCCU, including the Membership and Account Agreement and other disclosures governing your NDCCU accounts, are incorporated by reference and made part of this Agreement. In the event of a discrepancy between this Agreement and the Membership and Account Agreement, this Agreement will control.

1. **Service.** The RDC service is designed to allow you to make deposits to your checking and savings accounts using your mobile devices by electronically transmitting a digital image of front and back of the original check to NDCCU.
2. **Member Eligibility.** You understand that you must be a member in good standing to be eligible to enroll in or use RDC. Member in good standing means a member of the Credit Union for at least 90 days with no negative account balances, no past due loans and no dormant accounts. Also, you must be enrolled in online banking. You understand that we will notify you at the email address you provided of the status of your application for the RDCservice.
3. **Acceptance of these Terms.** By using the RDC service or clicking "I Agree" below, you agree to the terms and conditions of this Agreement. There is currently no charge for the use of the RDC service. However, we reserve the right to change the terms and charges for RDC at any time, and we may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of the RDC service will indicate your acceptance of the revised Agreement. We will notify you of any material change via e-mail or on our website by providing a link to the revised agreement.
4. **Compliance with Laws.** You agree to comply with all laws, statutes, regulations, and ordinances pertaining to your use of the RDC service, as well as all laws relating to the banking transactions affected by this service, including those of the National Automated Clearing House Association. You promise to indemnify and hold us harmless from any damages, liabilities, costs, and expenses including attorneys’ fees, or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us.
5. **Unavailability of Service.** From time to time, the RDC service may be temporarily unavailable due to system maintenance or technical difficulties. We will not assume liability for any technical difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue this service, in whole or in part, or your use of the service, in whole or in part, at any time without prior notice to you. In the event the service is unavailable, you may deposit an original check at any NDCCU branch.
6. **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 is transmitted to NDCCU, it will thereafter be deemed an “item”.

7. **Prohibited Items.** You understand and agree that you will not use the RDC service to deposit the following items and that deposits of this nature may result in immediate termination of the RDC service:
- a. Checks payable to any person or entity other than the person or entity that owns the account where the check is being deposited;
  - b. Any third-party check, i.e., any item made payable to another party and then endorsed to you by that party;
  - c. A check drawn on your personal account at the Credit Union;
  - d. A check to a personal account made payable to a business;
  - e. 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;
  - f. Checks payable jointly, unless they are deposited to an account in the name of all payees;
  - g. A check stamped “nonnegotiable” (whether stamped in print or as a watermark);
  - h. A check that has been redeposited or returned, such as “nonsufficient funds” or “refer to maker” or returned for any other reason;
  - i. Checks previously converted to a substitute check, as defined in Reg CC;
  - j. Checks drawn on a financial institution located outside the United States;
  - k. Checks that are remotely created, as defined in Reg CC;
  - l. Any item that is incomplete;
  - m. Checks payable on sight or payable through Drafts, as defined in Reg CC
  - n. Checks not payable in United States currency;
  - o. Checks dated for more than 6 months prior to the date of deposit;
  - p. A check that is post-dated after the date of deposit;
  - q. Checks with no endorsement or any other endorsement other than that specified in this agreement;
  - r. Checks previously submitted through RDC or through a remote deposit capture service offered at any other financial institution;
  - s. Checks or items that are drawn on or otherwise issued by the U.S. Treasury Department
  - t. Cash;
  - u. Savings Bonds;
  - v. Any item with a qualified or conditional endorsement
8. **Endorsements and Procedures.** Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. The check must be made payable to the account holder or a joint account holder. Prior to photographing or scanning the original check, you must endorse any item transmitted through the RDC service as “For Remote Deposit Only at NDCCU.” Additionally, you must write RDC on the memo line located on the front of the check. You agree to follow any and all other procedures and instructions for use of the service that NDCCU may establish from time to time.

The scanned image of the check transmitted to us using the RDC service must provide, accurately and legibly the following information:

- a. Your endorsement. All checks must be endorsed by all payees unless the payee line contains "or".
  - b. The information identifying the check payer and the paying bank that is pre-printed on the check, including complete and accurate MICR information and the payers signature; and
  - c. 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.
9. **Image Quality.** The image of an item transmitted to NDCCU using the RDC service must be legible, as determined at the sole discretion of NDCCU. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by NDCCU and the Board of Governors of the Federal Reserve Board or any other regulatory agency, clearing house or association.
10. **User Warranties and Indemnification.** You warrant to New Directions Community Credit Union that:
- a. All information you provide to us is accurate and true;
  - b. You will only transmit eligible items;
  - c. You will not transmit duplicate items;
  - d. Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check;
  - e. You are not aware of any factor which may impair the collectability of the item;
  - f. The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate;
  - g. 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;
  - h. You are authorized to obtain payment of the original check;
  - i. You will retain possession of each original check deposited using RDC for a period of at least 180 days, and neither you nor any other party will submit the original check for payment;
  - j. You will not use RDC and/or your accounts for any illegal activity or transactions;
  - k. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems; and
  - l. You agree to indemnify and hold harmless New Directions Community Credit Union from any loss for breach of this warranty provision.
11. **Deposit Limits.** We reserve the right to impose limits on the amount and/or number of deposits that you transmit using the RDC service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these daily limits, such deposit will still be subject to the terms of this agreement, and we will not be obligated to allow such a deposit at other times. Current limits are as follows:
- a. Maximum Deposit Amount Per Item - \$1,500.00
  - b. Maximum Deposit Amount Per Day - \$5,000.00
12. **Received and Rejected Items.** We reserve the right to reject any item transmitted though the RDC 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 will be considered

received when you receive confirmation from NDCCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete, nor does it mean that the item was accepted for deposit. We further reserve the right to charge back to your account at any time, any amount that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs or fees you may incur as a result of our chargeback of an ineligible item.

13. **Items Returned Unpaid.** In the event any item you transmit to NDCCU for remote deposit is dishonored, you authorize the Credit Union to debit the amount of such item from your account plus any fees associated with the returned check. See NDCCU's Fee Schedule.
14. **Email Address.** You agree to notify us immediately if you change your email address as this is the email address where we will send you notifications regarding your remotely deposited items. You can change your email address in the online banking system any time or by coming in to one of our locations to update your information.
15. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be at NDCCU's sole discretion subject to the Membership and Account Agreement and other disclosures governing your account.
16. **Availability of Funds.** Generally, funds from deposited items will be available according to the Credit Union's Funds Availability Policy previously provided to you and available on the Credit Union's website, which is incorporated herein by reference. In general, imaged items transmitted before 3:30 p.m. Eastern time shall be considered received by the Credit Union on that day. Imaged items transmitted after 3:30 p.m. Eastern time or on a non-business day shall be considered to be received by the Credit Union on the following business day. The transmitted image is considered received by us only when we expressly acknowledge such receipt. However, in addition to any exceptions noted in the Funds Availability Policy, we may delay availability of funds from any deposit you make through the RDC service at any time at our sole discretion, dependent on our ability to collect, based on any check image that you submit.
17. **Retention and Disposal of Transmitted Items.** Upon your receipt of confirmation from NDCCU that we have received the image of the item, you agree to prominently mark the item as "Electronically Presented" or "RDC (date of transmission)" to ensure that it is not re-presented for payment.
  - a. You agree to securely store each original check that you deposit using the RDC service for a period of at least 180 days after transmission to us. After 180 days, you will safely destroy the original check. It is your responsibility to ensure that once destroyed, the original checks are no longer readable or capable of being reconstructed;
  - b. You understand and agree that you are responsible for any loss caused by your failure to secure the original check;
  - c. You agree never to re-present the check for deposit; and
  - d. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to NDCCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.
18. **Hardware and Software Requirements.** In order to use RDC, you must obtain and maintain, at your own expense, your own mobile device. You are solely responsible for selecting your mobile device and ensuring its proper use. Use of RDC service requires the download of our mobile app from the

App Store or Google Play. Current compatibility specifications can be found on the app store for your particular device. It is your responsibility to keep your device up to date and free from viruses. We are not responsible for any data charges that may apply.

19. **Periodic Statement.** Any deposits made using the RDC service will be reflected on your periodic accounts statement. You agree that you are required to notify us of any error relating to images transmitted using RDC no later than 60 days after you receive the periodic account statement that includes the disputed transaction. You are responsible for any errors that you fail to bring to our attention within such time period.
20. **In Case of Errors.** In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of the RDC Agreement, you agree to immediately contact us regarding such error or breach either in person or as set forth below:
  - a. By telephone: 1-800-730-7771 or 1-855-288-7182;
  - b. By internet: [www.for-cu.com](http://www.for-cu.com) –Contact us; or
  - c. By mail: 101 N. 13<sup>th</sup> Street, Franklin, PA 16323 or 25 E. 1<sup>st</sup> Street, Oil City, PA 16301
21. **Ownership & License.** You agree that NDCCU retains all ownership and proprietary rights in the RDC service, 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 effects of the foregoing, any breach of this agreement immediately terminates your right to use the RDC service. Without limiting the restriction of the foregoing, you may not use the RDC service in any anticompetitive manner, for any purpose which would be contrary to NDCCU’s business interest, or to NDCCU’s actual or potential economic disadvantage in any aspect.
22. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT THE USE OF THE RDC SERVICE IS AT YOUR OWN RISK. YOU ALSO AGREE THAT THE SERVICE AND ALL INFORMATION AND CONTENT IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED. WE MAKE NO WARRANTY THAT;
  - a. THE SERVICE WILL MEET YOUR REQUIREMENTS;
  - b. THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE;
  - c. THE RESULT THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; OR
  - d. ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.
23. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, 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 TAKEN OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE). EVEN IF NEW DIRECTIONS COMMUNITY CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
24. **Termination of Service.** You may, by written request, terminate the service provided for in this agreement. We may terminate your use of the service at any time. In the event of termination of the service, you will remain liable for all transactions performed on your account.

25. **Relationship to Other Disclosures.** The information in this agreement applies only the RDC service described here in the Remote Deposit Capture User Agreement. Provisions in other disclosures and disclosure documents, which may be revised from time to time, remain in effect for all other aspects of your account.
26. **Governing Law.** You agree that this agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by the laws of the State of Pennsylvania and the United States of America.
27. **Electronic Signature.** This RDC Agreement is an electronic contract that sets out the legally binding terms of your use of the RDC Services. You indicate your acceptance of this RDC Agreement and all of the terms and conditions contained or referenced in this RDC Agreement by clicking on the "I Accept" button in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "I Accept" button, you accept this RDC Agreement, and agree to the terms, conditions and notices contained or referenced herein. When you click on the "I Accept" button, you also consent to have the RDC Agreement provided to you in electronic form. You may request a non-electronic copy of the RDC Agreement by writing to New Directions Community Credit Union, 101 North 13th Street, Franklin, PA 16323 Attn: Member Services.

**If you do not agree to any of the above terms, you may not use the Remote Deposit Capture service offered by New Directions Community Credit Union.**