

RDC TERMS

Your usage of NCFCU Remote Deposit Service constitutes your agreement with the Terms and Conditions of this Agreement. You acknowledge that you have read the agreement and will retain a copy for your records.

In this Agreement, the words “you” and “your” refer to you as the person or business entity entering into this agreement. The words “you” and “your” also includes any user you authorize to use the NCFCU Remote Deposit Service “Service” or “Remote Deposit” on your behalf. The words “we”, “us”, and “our” refer to NCFCU.

Remote Deposit allows you to make deposits remotely to your NCFCU account using your smart phone by submitting an image of the front and back of a check. To qualify for this Service, you must meet eligibility criteria as dictated by us.

Use of Service: The Remote Deposit Service allows you to deposit checks into eligible NCFCU accounts from a remote location by capturing the check image with a compatible mobile device which then delivers the images and associated deposit information to NCFCU electronically. You may use this Service only in accordance with this Agreement. In order to use this Service, you must obtain and maintain, at your expense, a compatible mobile device. We are not responsible for the functionality or maintenance of any device you may need or use to access this Service.

Your use of the Service is also subject to, and you agree to comply with, the rules and regulations of the National Automated Clearing House Association (NACHA) rules, all other applicable clearing house rules, the Check Clearing for the 21st Century Act, 15 U.S.C. 5001-5008 (“Check 21”), Federal Reserve Regulation CC (12 C.F.R. Part 229) (“Reg CC”), Office of Foreign Assets Control sanction laws, the Bank Secrecy Act, the USA PATRIOT Act, the Uniform Commercial Code as enacted in Pennsylvania (“UCC”), and all other applicable state and federal laws and regulations, all as amended from time to time.

Limitations of Service: You understand and agree that the Service may at times be temporary unavailable due to system maintenance or technical difficulties. We will attempt to post alerts on our website to notify you of these interruptions of service. Some of the Services have qualifications requirements, 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 Services, in whole or part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can deposit your check at a branch location, through a participating ATM, by mail, or via other available channels.

Fees of Service: NCFCU does not charge a fee for this Service. We reserve the right to start charging for this Service at any time. If an item you capture for deposit is dishonored, rejected, or otherwise returned unpaid, you agree that we may chargeback the amount of

the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on the NCFCU Fee Schedule. If there are not sufficient funds in the deposited account to cover the amount of the returned check, any other account at NCFCU that you are listed on may have the funds deducted and a fee charged. If no other account is available then the deposited account will be overdrawn and you will be responsible for payment of the overdrawn amount plus any applicable fee shown on the NCFCU Fee Schedule. You acknowledge that wireless providers may assess fees, limitations, and that we may contact you via your mobile device for any purpose concerning your accounts at NCFCU, including but not limited to servicing and collection purposes.

Ineligible Items for Deposit: You agree to submit only “checks” as defined in Federal Reserve Regulation CC. You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 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:

- US Treasury Checks
- Money Orders
- Checks payable to any other individual not on the account
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks drawn on a foreign bank or financial institution
- NCFCU check drawn on the same NCFCU account
- Checks not payable in United States currency
- Checks containing an alteration on the front of the check or item
- Checks previously converted to a substitute check, as defined in Regulation CC
- Checks that are stale dated, expired or postdated (No checks older than 6 months prior to the date of deposit are accepted)
- Checks that require special authorization (e.g. COMCHECKS)
- Checks or items that have been returned such as “non-sufficient funds” or “refer to maker”,
or any other reason
- Checks that are attached to a credit card account
- Cash, including any currency (paper or coin) issued by the United States Mint, the United States Treasury or any other foreign nation

Endorsement Requirements: You agree to endorse with your signature and print “For Remote Deposit Only at NCFCU” on all items. NCFCU reserves the right to reject all items that are not endorsed as specified.

Deposit Limits: We may establish limits on dollar amounts and/or number of items on deposits 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 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.

Retention and Disposal of Items: You agree to...

- Securely store each original check that you deposit using these Services for a period of at least sixty (60) days. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you shall mark it “VOID” and safely destroy the original check.
- Upon receipt of these funds into your account you agree to never re-present a check for deposit.
- You understand and agree that you are responsible for any loss caused by your failure to secure the original check.
- You will promptly provide any retained item to NCFCU as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item, or for our audit purposes.

Securing Images on Devices: When using Remote Deposit, you understand that check images captured using a mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

Receipt of Items: We reserve the right to reject any item transmitted through this Service, at our sole and absolute discretion. We are not liable for items we do not receive or for images that do not comply with the image quality standards set forth above or that are not transmitted completely.

Image Quality: The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by ANSI, or any other clearing house, association or regulatory agency.

Availability of Funds: All deposits are subject to review. You understand that any amount credited to your Account for items deposited using the Service is a provisional credit and you agree to indemnify NCFCU against any loss you suffer because of your acceptance of the remotely deposited check. You agree that items transmitted using the Service is not subject to the funds availability requirements of Federal Reserve Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 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. Funds deposited using the Service will generally be made available no later than three business days from the day of deposit. NCFCU, in its sole discretion, may make such funds available sooner or may extend the hold period beyond three business days 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 NCFCU, in its sole discretion, deems relevant. Deposits will have immediate availability of either \$500 or \$1000 depending on your service level.

Errors: You agree to notify NCFCU of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable NCFCU account statement was sent. Notification can be done by telephone at 717-774-7706 or by mail at PO Box 658, New Cumberland, PA 17070. Unless you notify NCFCU 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 NCFCU for such alleged errors and you shall be responsible for any losses.

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

Account Owners: If you have joint owners on your NCFCU account, your joint owner(s) will also have access to the Service. You and any additional account owner(s) are equally responsible for adhering to all items disclosed in this Agreement. You agree to only make this Service available to authorized owners or for business/organization accounts authorized agents.

Security Requirements: To prevent unauthorized usage of this Service, you agree to ensure, at your sole cost and expense, the security of any 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. NCFCU shall not be responsible for providing any such security or other software and you agree that you are solely responsible for complying with the terms and conditions of any third-party software. You also agree that NCFCU is not liable for unauthorized account access and/or transactions that occur as a result of (1) your negligence in safeguarding your User ID, Password, Security Code, and/or (2) your negligence in ensuring the security of the device you own and/or use to access NCFCU Remote Deposit Service as described above. You agree that NCFCU may conduct periodic audit of the Remote Deposit process which may include but is not limited to reviewing internal controls at a business location, audit member operations, or request additional member information.

User Warranties and Indemnification: You warrant to NCFCU that:

- You will only transmit eligible items
- You will not transmit duplicate items
- You will not re-deposit or re-present the original item
- All information you provide NCFCU is accurate and true

- You will comply with the Agreement and all applicable rules, laws and regulation
- You are not aware of any factor which may impair the collectability of the item
- You agree to indemnify and hold harmless NCFCU from any loss for breach of this warranty provision.

Any breach of the above warranties may result in cancellation of the service for your specific profile in NCFCU remote application, closure of your accounts, or termination of the member relationship. You agree to indemnify and hold us harmless and our licensors, service providers and/or contractors providing the Service, and our and their respective directors, officers, shareholders, employees, agents, parents, subsidiaries, and affiliates, from and against any and all losses, liabilities, and penalties, damages, suits, proceedings, claims, demands, causes of action, costs and expenses (including reasonable attorney's fees and other legal expenses) that result from or arise out of your acts or omissions, or those of any person acting on your behalf (including without limitation you authorized processor, if any), in connection with the Service or processing of items hereunder, including without limitation: (a) the breach by you of any provision, representation or warranty of the Agreement or any other agreement between you and the credit union, including without limitation, your Account Agreement and/or Account Disclosures; (b) your negligence or willful misconduct (whether by act or omission) or that of your customers or any third party acting on your behalf; (c) any misuse of the Service by you, or any third party within your control or acting on your behalf; (d) your failure to comply with applicable state and federal laws and regulations; (e) any fine, penalty or sanction imposed on us by any clearing house, or any governmental entity, arising out of or connected with any item processed by us for you or at your instruction; (f) any act or omission by us that is in accordance with the Agreement or your instructions; (g) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an imaged item to us; (h) any loss of corruption of data in transit from you to us; (i) any claim by any recipient of a substitute check corresponding to a Check processed by us that such recipient incurred loss due to the receipt of the substitute check instead of the original Check; or (j) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of the Agreement.

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 Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Membership Agreement, or any other agreement with us

Disclaimer of Warranties: NCFCU's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. You agree your use of the Service and all information or content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. NCFCU DISCLAIMS 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 PARTICULAR PURPOSE OR 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 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 NCFCU has been informed of the possibility thereof.

Governing Law: This Agreement supplements the term of your Membership Agreement and Disclosures and your Internet/Remote Banking Agreement and Disclosures, which are incorporated by reference herein. Together they constitute the entire Agreement between you and NCFCU with respect to this Service. You may not assign this Agreement. This Agreement is governed by the laws of the Commonwealth of Pennsylvania and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited. Any disputes regarding this Agreement shall be heard exclusively by the Court of Common Pleas of York County, Pennsylvania.