



## **REMOTE DEPOSIT SERVICE AGREEMENT**

This REALTORS Federal Credit Union ("REALTORS FCU") Remote Deposit Agreement covers the use of the REALTORS FCU's Remote Deposit check deposit service ("Services", "Authorized Services"). By using Remote Deposit, you agree to the terms of this Agreement. Please read this Agreement carefully and print a copy for your records. Each of your accounts at REALTORS FCU is also governed by the applicable account disclosure statement. As used in this Agreement "you" or "your" refers to the person(s) subscribing to or using the Service (including without limitation others you permit to use the Service). "Credit Union", "we", "us" or "our" refers to REALTORS FCU and any agent, independent contractor, designee, or assignee REALTORS FCU may, in our sole discretion, involve in the provision of the Service. "Check" or "Checks" refers to a check(s) or draft(s). The first time you deposit a check through Remote Deposit confirms your receipt and understanding of this Agreement.

### **AGREEMENT**

This Agreement constitutes the agreement between you and us related to this Service and supplements any other agreement or disclosure related to any of your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to any of your Accounts, any statement by our employees or agents, or any representation or statement relating to or set forth in the Software, as to matters relating to the Service, this Agreement will control. In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, the Credit Union's rules and regulations, the rules and regulations of any funds transfer system to which the credit union belongs, and applicable state and federal laws and regulations. You agree not to engage in conduct that would violate CO-OP Financial Services' or any third party's rights in the System or the Authorized Services.

You further agree that your original checks may be converted to substitute checks as defined in the Check Clearing for the 21<sup>st</sup> Century Act and Federal Reserve Board Regulation CC for deposit to the Credit Union and for present to a collecting or paying financial institution.

## **REMOTE DEPOSIT SERVICE REQUIREMENTS**

Remote Deposit allows you to deposit checks from your office or home through the use of a personal computer, a scanner and your Online Banking service directly to your accounts at REALTORS FCU. Check images will be processed through the Ensenta program provided by the CO-OP Financial Services. In order to use this Service you will need the following:

### **System Requirements**

To use our built-in check scanning software, you will need:

#### Operating System

- Windows Vista
- Windows XP with Service Pack 2
- Windows 2000

#### Internet Browser

- Microsoft Internet Explorer 7 with security set to Medium-High
- Microsoft Internet Explorer 6 with security set to Medium

To use your regular scanning application, you will need:

#### Computer Operating System

- Any modern operating system

#### Internet Browser

- Any modern Internet browser

#### Internet Connection

- Broadband (at least basic DSL or cable)

## Scanner

- Any TWAIN-compatible scanner: Almost all scanners are TWAIN-compatible. Be sure to install and test your scanner before making your first web deposit.

## **YOUR OBLIGATIONS**

You will be asked to identify the savings, checking or loan account to which you would like the check or checks to be deposited. The Credit Union will provide you with periodic statements that will identify the deposits that you make using the Remote Deposit service. You agree that it is your responsibility to review your periodic statements to verify that deposits made through the Remote Deposit service have been received and are accurate. You agree to notify us promptly by email or by telephone within the applicable time periods as specified by federal/state law of any error or irregularity.

You are solely responsible for scanning the checks to be deposited, for accessing the Remote Deposit service, and for maintaining your scanning equipment. You are also responsible for the payment of all telecommunications expenses associated with the Service. REALTORS FCU is not responsible for providing or servicing any equipment required for the Remote Deposit service.

You agree that once a check has been deposited through the Remote Deposit service, the original physical check is your property and not the property of the Credit Union. You agree to retain the original check for a period of at least 90 days and to then properly destroy the original check in a manner that does not allow the original check to be accessed by an unauthorized person(s) and in a manner so that the original check is no longer readable or capable of being reconstructed. While the original check is in your possession, you agree to use a high degree of care to safeguard the original check against security risks. Security risks could include, among other things, the theft or reproduction of the original check or unauthorized use of the information on the check.

Once you have used Remote Deposit to deposit a check you agree not to present or to attempt to present the original check or a substitute check of the original check again for deposit through Remote Deposit or through any other means. You further agree not to allow anyone else, either directly or indirectly, to present or attempt to present the original check or a substitute check of the original check again for deposit by any means. Should you or another party present or attempt to present a check or substitute check in violation of this section, the amount of the check will be debited from your account, and you agree to indemnify, defend and hold the Credit Union and its agents harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to the represented original or substitute check.

## **ACCEPTANCE OF ITEMS FOR DEPOSIT**

You agree that the Credit Union can at any time and in its sole discretion refuse to accept any particular check or checks for deposit through the Remote Deposit service. For example, we may not accept the following types of checks for deposit:

- Checks drawn on an institution or other person located outside of the United States;
- Photocopies of checks;
- Certificates of deposit;
- IOUs or other similar items;
- Checks where there is a duplicate code line;
- Checks missing the routing/transit number in the codeline;
- Redeposited checks with an IRD-amount encoded;
- Checks with an invalid or incorrect routing number;
- Checks that do not contain a required restrictive endorsement; or
- Checks on which there has been an obvious alteration.
- Checks that are not signed by the maker (except for items where a maker's signature is not required);
- Checks that are stale-dated (dated more than six months prior to the date of the deposit)

REALTORS FCU will also not accept checks that do not meet our quality standards. This could include, but is not limited to:

- Checks where the front image file is too large or too small;
- Checks where the front and/or back image is too dark or too light;
- Checks where the front and/or back image is undersize or oversize;
- Checks where the rear image has a dimension mismatch;
- Checks where there is a discrepancy between the numerical and written amounts may be accepted for deposit and processed for the written amount.

In the event that the Remote Deposit service is interrupted or not available, you may choose to deposit your check or checks at an ATM that bears one of the logos displayed on your REALTORS FCU Mastercard Debit Card provided that particular ATM is one which accepts deposits from individuals who do not have accounts with the owner of the ATM.

You agree to provide REALTORS FCU with the authority to supply a check with an endorsement on your behalf for deposit to your account in situations where a check is missing or has an improper

endorsement. You agree to reimburse REALTORS FCU for all losses related to your failure to properly endorse a check exactly as drawn or related to your deposit of a check that contains multiple endorsements or a missing or improper endorsement.

### **AVAILABILITY OF FUNDS**

The funds you deposit through Remote Deposit may not be immediately available to you. The funds for the checks that are deposited using the Remote Deposit service will be available in accordance with REALTORS FCU's Funds Availability Schedule. A copy of our current Funds Availability Disclosure can be obtained on our website and is incorporated by reference into this Agreement. In order to determine the availability of your funds, you will need to determine the date that the checks are received by the credit union. If you successfully complete the scanning process and receive your electronic deposit receipt, checks you deposit before 7:00 pm EST through the Remote Deposit service will be considered as received that same day. Checks that are deposited through the Remote Deposit Service after 7:00 pm EST and after you have successfully completed the scanning process and received your electronic deposit receipt will be considered as received by the Credit Union on the next business day. You acknowledge that the Credit Union reserves the right to return checks to you and to deduct the deposited funds from your account, if we determine that the check does not conform to our deposit or image standards.

### **REPRESENTATIONS AND WARRANTIES**

**You represent and warrant that all signatures on each check you deposit through Remote Deposit are authentic and authorized and that the check has not been altered. You represent that you are a person authorized to enforce each check you deposit or are authorized to obtain payment for each check on behalf of a person entitled to enforce the check. You further represent and warrant that you will comply with all applicable federal and state laws and regulations.**

**If you breach any of these representations and warranties, you agree to indemnify, defend and hold the Credit Union and its agents harmless from and against any and all liability, damages or losses arising from any claims, suits or demands from third parties with respect to a breach of these representations and warranties. You further agree and authorize the Credit Union to debit your account of the amount of any such claim, suit or demand that results from a breach of warranty claim as defined under the Uniform Commercial Code.**

**You represent and warrant that you are solely responsible for any and all financial risk, such as the risk that a check will be returned for insufficient funds, that may be associated with the use of the Remote Deposit service. You further represent and warrant that you assume sole responsibility for the instructions you provide to the Credit Union, for any failure on your part to properly access the service, or for input errors.**

**You warrant that you or any authorized users will not: 1) sell, lease distribute, license or sublicense the Remote Deposit technology or services;; 2) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or services in any way for any reason; 3) provide, disclose, divulge or make available to, or permit use of the technology or services by any third party; 4) copy or reproduce all or any part of the technology or services; or 5) interfere, or attempt to interfere with the technology or services in any way.**

#### **CREDIT UNION'S OBLIGATIONS AND DISCLAIMERS**

**The Credit Union agrees to act on your appropriate instructions and to transmit all financial data under our control that is required to utilize the Remote Deposit service. The Credit Union will use commercially reasonable measures, consistent with industry standards, to maintain a level of security and confidentiality of your user number, password, test key, or code or identifier.**

**We make no representations or warranties, whether express or implied, regarding the Remote Deposit technology or services. The Credit Union further specifically disclaims any and all implied warranties of merchantability, fitness for a particular purpose and noninfringement. We do not guarantee that your access to the services provided under this Agreement will be uninterrupted, error-free or secure. We also do not guarantee the accuracy of, and specifically disclaim liability for, information or data that is supplied or key-entered by you or your agents.**

#### **LIMITATION OF LIABILITY/INDEMNIFICATION**

**REALTORS FCU is not liable for any delays that happen for reasons beyond our control, including but not limited to acts of civil, military or regulatory authorities, national emergencies, riots, weather, unavoidable difficulties with equipment, unavailability of the Internet or other service provider or any hardware or software failure, whether caused by a virus or otherwise.**

**In no event will REALTORS FCU's liability under this Agreement for any damages of any kind exceed an amount equal to the amount of checks received from you for remote deposit during the month preceding the date on which any claim asserted by you first accrues. REALTORS FCU will not be liable for any special, indirect or consequential damages, even if the Credit Union has been advised of the possibility of these damages. You agree that the dollar limitation described in this section is reasonable, even if actual damages exceed this limitation. Except for losses or expenses that are attributable to the Credit Union's gross negligence or willful misconduct, you agree to indemnify the Credit Union for any loss or expense we sustain (including interest, costs, attorney's fees and expenses of litigation) resulting from: 1) your lack of authority to make the warranties in the previous section; 2) any action taken or not taken by the Credit Union within the scope of our authority in handling a check; 3) any warranty required to be made by the Credit Union with respect to a check under applicable law or regulation; or a breach of the representations or warranties in the previous section.**

#### **TERMINATION**

The Credit Union reserves the right to terminate this Agreement and your access to Remote Deposit through REALTORS FCU, in whole or in part, at any time. We also reserve the right to terminate this Agreement immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement that you may have with us or any applicable law, rule or regulation that may govern your account(s), including the terms of the Account Agreement. If we terminate this Agreement for any of these reasons, the termination will be effective on the effective date specified in the notice emailed to you, and not on the date when the notice is emailed or received. We may amend/modify this Agreement at any time for any reason, by sending electronic or written notice of the amendment/modification within thirty (30) days of the effective date of the amendment/modification. The date of the notice is the date the notice is sent to you (the Email Date), regardless of when you receive and/or open the notice. No waiver by either party of any provision of this Agreement will be deemed a waiver of any other provision hereof or of any subsequent breach by such party of the same or any other provision.

#### **ASSIGNMENT**

REALTORS FCU may assign its rights and responsibilities under this Agreement to independent contractors or other third parties.

**GOVERNING LAW/ JURISDICTION/ SEVERABILITY**

This Agreement will be governed by and construed under the laws of the State of Maryland. All actions, suits or proceedings to enforce or interpret the terms of this Agreement will be brought and prosecuted in a court of competent jurisdiction in Montgomery County, Maryland.