



Remote Deposit Capture Disclosure

The Remote Deposit Capture service allows you to make deposits to your checking or savings account from home or other remote locations by taking a picture of (capturing) the front and back of the check and delivering the image and associated deposit information to the Credit Union.

Eligible Checks You agree to capture and deposit checks or other items that are:

- Payable only to you or another account owner on the designated account
- Checks that do not contain any obvious alterations to any fields on the front of the check which you know or suspect are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks that are not previously converted to a substitute check, as defined in Reg CC
- Checks that are not drawn on a financial institution outside of the United States
- Checks that are payable in United States currency only

Image Quality The image quality of the check must be legible and comply with the requirements established by the American National Standards Institute, Federal Reserve Board, or any regulatory agency, clearing house or association.

Endorsement and Procedures You agree to endorse any check transmitted through the Remote Deposit Capture service with the full signature of the payee as it appears in the “payee line” of the check with “For Remote Deposit” underneath your signature. You are responsible for any loss we incur from a delay in a processing error resulting from an irregular endorsement or other markings by you.

Receipt of Items We reserve the right to reject any item transmitted through this service, at our discretion, and we may limit the amount or number of items you can deposit with this service in a day or in a given period of time. If we doubt the collectability, we may place holds until funds are received from the institution the item is drawn on. We are not liable for items we do not receive or for images that are not transmitted completely. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee as disclosed in the truth in savings disclosure.

Availability of Funds You agree that checks transmitted using these services are not subject to the funds availability requirements of Reg CC. Remote Capture Deposits that are confirmed as received before 4:00pm on a business day, should be available to the account within 3 business days from receipt. Deposits received after 4:00 pm on a business day and deposits received on a holiday or non-business day should be available to your account within the next 3-4 business days of the following business day.

Disposal of Transmitted Items Upon confirmation that your account has been credited, you agree to prominently mark the item as “Processed”. You shall securely store the original item(s) for a period of 60 calendar days. After that point, you may destroy the item(s).

Indemnification Obligation You understand and agree that you are required to indemnify AFCU and hold us harmless against any and all claims, actions, damages, liabilities, cost and expenses, including reasonable attorney's fees and expenses arising from the use of the Remote Deposit Capture service. You agree to hold AFCU harmless from any loss for breach of the warranty provision, such that you warrant to AFCU that:

- A. You will only transmit eligible items that are properly endorsed.
- B. Images will meet the image quality standards.
- C. You will not submit duplicate items.
- D. You will not deposit or re-present the original item once it has been scanned and sent through this service unless specifically requested to do so by AFCU.
- E. All information you provide to AFCU is accurate and true.
- F. AFCU will not sustain a loss because you have deposited an image.
- G. You will comply with the original and any subsequent provisions of the agreement and all applicable rules, laws and regulations.

Limitations of Liability You agree to your personal responsibility to ensure the security of the personal computer and/or mobile device you own or use to access Remote Deposit Capture, which includes the security of any wireless or internet service or network you may be utilizing. You agree that AFCU 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, of the termination of the use of any Remote Services, 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, except as otherwise required by law. AFCU has the right, at any time deemed necessary, to revoke eligibility for Remote Deposit Capture or any other services offered by AFCU.

By signing below you are agreeing to the term and conditions in the disclosure. The account will be reviewed for eligibility for this service. You will be notified of the decision once the account has been reviewed. The Credit Union has the right to deny use of this service at any time deemed necessary.

Name: _____ Account # _____

Signature: _____ Date: ____ \ ____ \ ____