

REMOTE CHECK DEPOSIT SERVICE AGREEMENT

1. **Service and Service Terms**. The following terms and conditions apply to Sheridan Community Federal Credit Union REMOTE CHECK DEPOSIT SERVICE that Sheridan Community Federal Credit Union may provide to Member. Member accepts and agrees that the Service or any portion of

the Service may be provided by one or more subcontractors. The provisions of Sheridan Community Federal Credit Union Membership Agreement and applicable service terms are incorporated into

this Agreement by reference.

2. **Overview and definitions**. This Agreement states the terms and conditions by which Sheridan Community Federal Credit Union will deliver to Member, the Service, as described below.

2.1 “Member” means a person that has a membership with Sheridan Community Federal Credit Union.

2.2 “Business Day” means any day which Credit Union is open to conduct substantially all of its

Services , but does not include Sunday or Federal holidays.

2.3 “Item” means a check, a paper item, or an electronic item (i.e. an electronic image of an item

Together with information describing that item). Acceptable items include personal checks,

Government checks, business checks, money orders, traveler’s checks and cashiers or certified

checks drawn on a US financial institution and in US funds. It is understood that Member will

only be transmitting electronic images of the front and back of items. In order for an item to be

processed for deposit, it must be restrictively endorsed in the proper location on the back of the

item with the following words: “Account #\_\_\_\_\_\_\_”, with the correct account number inserted

and signed by the payee. Eg, on the back of the check, where endorsement is indicated; sign then write “For Mobile Deposit Only” then write receiving account number below your signature/s, OR check box located beside “Check Here for Mobile Deposit” when available. All payee signatures are required if it is indicated. Eg., John Doe AND Mary Doe, both endorsement signatures are required.

2.4 “Service” means the specific Remote Check Deposit Service provided by Credit Union. The

Service shall only be provided for items received for personal, family or household purposes that

are being deposited into an account at Sheridan Community Federal Credit Union.

2.5 “Service Start Date” means the date that the Service is first utilized by the Member.

2.6 “Technology” means Credit Union or its subcontractor’s deposit capture applications and

processes designed to facilitate the electronic clearing of Items. Said applications are accessed

through scanners, utilizing software and hardware provided by or acceptable to Credit Union,

and are proprietary access points to payment processing networks and systems used to

complete the clearing of items. Technology may include but is not limited to Member service

support, reports, software, software tools, user interface designs, and documentation, and any

derivatives, improvements, enhancements or extensions thereof developed or provided by

Credit Union or its subcontractors and used in the provision of Services hereunder.

2.7 “Access Systems” means all services, hardware, software and other technology (including high

speed Internet access service) necessary to access the Service.

2.8 “Subcontractors” means any third party service provider of the Service.

2.9“Term” shall mean the term of this Agreement beginning as of the Service Start Date until

terminated as provided herein.

3. **Member Obligations; Suspension of Service**.

3.1 Member must have a device capable of RDC. E.g. iPhone, iPad and Android.

3.2 Member Responsibilities. To access your account(s) with the Credit Union, Member must have

an eligible checking account with the Credit Union, and have a valid working email

address. When using the Service, Member shall provide, at Member’s sole cost and expense, all

Access Systems and Member shall be solely responsible for installing, maintaining, securing and

supporting all such Access Systems.

The Credit Union is not responsible for any error or failures from any malfunction of any Access

Systems, and the Credit union is not responsible for any computer virus or related problems that may

be associated with the access to or use of the Service. Credit Union does not guarantee that the

Service will be compatible with all computer systems and Internet browsers, routers or firewalls.

Further, Credit Union does not and cannot control the flow of data to or from Credit Union’s network,

its service provider’s networks or other portions of the Internet. Accordingly, Credit Union cannot

guarantee that Member’s connection to the Internet will not be impaired or disrupted, and Credit

Union hereby disclaims any and all liability resulting from or related to such events.

3.3 Withdrawal of Access/Suspension of Service. Credit Union reserves the right to deny, suspend or

revoke access to the Service immediately, in whole or in part, in its sole discretion, without notice if

Credit Union believes Member is in breach of this Agreement or otherwise using or accessing the

Service inconsistent with the terms and conditions hereof. Further, Credit Union or its subcontractor

shall have the right to suspend the Service immediately in the event of an emergency.

3.4 Handling of Transmitted Items. Member shall be responsible for SAFEKEEPING AND DESTRUCTION of original items which are scanned, transmitted electronically and deposited using the Service and indemnifies and holds Credit Union harmless from any liability with respect to (i) the safekeeping, use or destruction of the original items after they are scanned, transmitted and deposited electronically using the Service, or (ii) FOR ANY ITEMS BEING SUBMITTED FOR DEPOSIT OR PRESENTED FOR PAYMENT MORE THAN ONCE. There are no laws or regulations that state how long original items should be retained prior to destruction, therefore, retention timeframes are set at the Member’s discretion.

3.5 Account Statement Examination. Unless Member notifies Credit Union of any errors to deposits

made through the Service within 60 days after the applicable account statement is mailed or

otherwise provided to Member, such statement regarding all deposits made through the Service shall

be deemed to be correct.

3.6 Processing of Items. Images of items transmitted by Member are not considered received by

Credit Union until Member has received an electronic confirmation of the receipt of the deposit from

Credit Union. However, receipt of the confirmation from Credit Union does not mean that the

transmission was error free or complete. **Items transmitted by the Member and received by**

**Credit Union or its subcontractors by 4:00 p.m. MTN Standard Time Monday through Friday, shall be credited to the Member’s applicable account on the same Business Day. Items received by**

**Credit Union after 4:00 p.m. MTN Standard Time on any Business Day shall be credited to the**

**Member’s applicable account on the next successive Business Day.**

3.7 Funds Availability. Deposited funds will be available in accordance with the Funds Availability

Policy disclosure. Any crediting of the Member’s account for items deposited via this Service is

provisional, subject to verification and final settlement. In addition, items being deposited to accounts less than 90 days old could be subject to holds up to 15 days. Items held longer than three (3) business days will be placed in the Member’s Share Account. Any dishonored items will be returned as an

image of the original or a substitute check as the charged-back item. Any dishonored item is subject

to a fee according to the Credit Union Fee Schedule at the time of the return. If you lose, misplace or your mobile device is stolen, you should immediately contact your wireless carrier and report the mobile device loss to this credit union.

4. **Items Eligible for Deposit**

4.1 Member agrees to only image and deposit original checks as defined in Regulation CC and in the Clearing for the 21st Century Act (“Eligible Checks”). The eligible items must be properly endorsed per this “Agreement’s” definition of a proper endorsement, which is located in the “Overview and definitions” portion of this agreement.

4.2 The following types of checks or items are not considered eligible and will not be considered for deposit:

* Traveler’s Checks
* Savings Bonds
* Checks that are payable to any person/entity other than the holder of the account in which the check will be deposited.
* Checks that are payable jointly, unless deposited to an account in which all payees are co-account holders.
* Checks that are dated more than six (6) months prior to the date of deposit.
* Checks that are drawn on a financial institution that is located outside of the United States.
* Checks that are not paid specifically in United States currency.
* Checks that have previously been converted into a substitute check or an image replacement, as defined in Regulation CC.
* Checks that are remotely created checks, as defined in Regulation CC.
* Checks containing an alteration to any of the fields on both the front or back of the item, or a situation in which the member know, or suspects fraudulent practices, or the check is not authorized by the account holder of the account on which the check is drawn.
* Checks that are payable on sight or through drafts, as defined in Regulation CC.
* Checks previously submitted for deposit (either remotely or on site at the Credit Union) and returned.
* Checks that have been submitted previously, or deposited through the Remote Deposit Capture service at the Credit Union or another financial institution.
* Checks with any endorsement on the back that is other than described in the “Overview and Definitions” section of this disclosure.
* Checks or items prohibited by the Credit Union’s current procedures with relation to the Remote Deposit service, or which are otherwise not acceptable under the Terms and Conditions of your Sheridan Community Federal Credit Union account.

5. **Warranties and Disclaimers**

5.1 Member shall not use the Service in any way that could potentially harm Credit Union’s network or

sites, or the network or sites of its third party service providers. Member shall not nor shall they

permit or assist others to abuse or fraudulently use the Service. Member shall not use the Service in

any way that: (i) transmits any item or other materials via the Service that is deceptive or fraudulent;

(ii) violates any law, statute, ordinance, or regulation (including without limitation the laws and

regulations governing banking and criminal activity); (iii) transmits or distributes any viruses, worms,

time bombs, Trojan horses, or other destructive software of devices; (iv) attempts to break or

circumvent security, or in fact, breaks or circumvents security of any computer network of Credit

Union, its subcontractors or service providers.

5.2 Disclaimer. Credit Union warrants that the Service shall be performed in a work person like and

professional manner consistent with banking industry standards. EXCEPT AS EXPRESSLY SET

FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN “AS IS” BASIS, AND CREDIT

UNION HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

6. **LIMITATION OF LIABILITY**

6.1 LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER

THE CREDIT UNION NOR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS SHALL

BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY ARISING OUT

OF YOUR USE OF THE SERVICE, WHETHER CAUSED BY THE CREDIT UNION, ITS

SUBCONTRACTORS OR SERVICE PROVIDERS, AS WELL AS MEMBER’S USE OF THE

SERVICE, EQUIPMENT, SCANNERS, OR SOFTWARE PROVIDED UNDER THIS AGREEMENT.

IN NO EVENT SHALL THE CREDIT UNION OR ANY OF ITS SUBCONTACTORS OR SERVICE

PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL,

ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE

OR MAINTENANCE OF THE SERVICE, EQUIPMENT OR SOFTWARE USED BY THE MEMBER

OR CREDIT UNION IN CONNECTION WITH OPERATION OF THE SERVICE, EQUIPMENT,

SCANNERS OR SOFTWARE.

7. **Termination**

7.1 Termination. Credit Union may immediately terminate the Service or any portion of the Service if

Credit Union determines that such Service or portion of any Service is in violation of any law or

regulation, or in its sole discretion and with notice, decides to cease providing this Service. Except in

the event of emergency or to safeguard Credit Union’s accounts, networks or systems, Credit Union

shall give written notice of such termination or access limitation, which may be given by Credit Union website, or sent to you at the address shown on our records, or sent to you by electronic

mail message (email). Member may terminate the Service with notice to Credit Union in person, by

phone, written notification through postal mail or by electronic mail message (email). No minimum

time is required by the member for notification to Credit Union.

8. **Miscellaneous Provisions**

8.1 Notices. Member agrees that any notices required or permitted under this Agreement may be given electronically.

8.2 Governing Law. This Agreement will be governed by and interpreted in accordance with federal

laws and regulations, and to the extent there is no applicable federal law or regulation, by the State of

Wyoming.

8.3 Subcontractors. Credit Union may use third party service providers to provide some or all of the

Service under this Agreement on behalf of Credit Union.

8.4 Amendments. Unless applicable law provides otherwise, this Agreement may be amended by

notice sent electronically or by mail to Member at Member’s last address know to Credit Union to be

effective not less than thirty (30) days after the day transmitted or mailed. Credit Union shall not be

bound by any modification of this Agreement unless Credit Union expressly agrees to the modification

in writing. Member shall have the right to terminate the Agreement prior to the effective date of the

amendment. By choosing to continue using the Service, Member will accept the amendments. This

Agreement supersedes all prior agreements and amendments.

8.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to

the subject matter hereof and supersedes all existing agreements and all other related

communications, written or oral.

8.6 By utilizing Sheridan Community Federal Credit Union’s Remote Capture Deposit , you are agreeing to the terms and conditions of this Agreement.