

DESKTOP REMOTE DEPOSIT CAPTURE DISCLOSURE AND AGREEMENT

In this Disclosure/Agreement, SCU means Southbridge Credit Union and RDC means Remote Deposit Capture. By accessing or using the service, you agree to be bound by the Terms and Conditions set forth below. If you do not wish to be bound by these terms and conditions, do not access or use the service.

- a. RDC allows you to make check deposits to your SCU savings (share) and/or checking (share draft) accounts from remote locations by scanning both sides of checks and delivering the check images and associated deposit information to SCU.
- b. SCU is not responsible for any technical difficulties you experience attempting to use RDC. You agree and understand that RDC may at times be temporarily unavailable. In the event RDC is not available, you acknowledge that you can deposit an original check at a SCU branch, or by mailing the original to a SCU branch location. It is your sole responsibility to verify that items deposited using RDC have been received and accepted for deposit.
- c. To use SCU's RDC service, you must have a suitable mobile device.
- d. When you make a successful RDC deposit, you will be notified by an application message. You agree that once you have received confirmation that we have successfully processed your RDC deposit, you will clearly mark "void" and retain your check for an additional 90 business days. You agree to defend, indemnify and hold SCU and any SCU third party service provider from any claims, damages, losses, liability or expenses to which we and/or our service provider may become subject as a result of an item you deposited via RDC being presented for duplicate payment.
- e. Only the following items are eligible for RDC deposit: checks drawn on U.S. financial institutions in U.S. dollars, or checks drawn on United States Treasury, or checks drawn on any state or local government of the United States. **Checks must be payable to you and properly endorsed.** You agree not to attempt to use RDC to deposit checks with any of the following characteristics: 1) the check is not payable to you; 2) there is any apparent alteration to the front of the check; 3) you know or have reason to believe the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn; 4) the check is payable in a currency other than U.S. dollars; 5) the date of issue of the check is more than 6 months prior to the attempted deposit date; or 6) you have any reason to believe that the check will not be paid by the institution on which it is drawn.
- f. The check image transmitted via RDC must be legible and compliant.
- g. We may terminate or change the terms of RDC service at any time, including but limited to the categories of checks we will accept for deposit via RDC or endorsement requirements, with or without notice to you.

- h. We may, at our sole discretion, refuse to accept any item presented for deposit via RDC. We will notify you via the method agreed with you if we do this. We will have no liability to you for declining to accept items presented for deposit via RDC.
- i. Funds from any check deposited via RDC will be available in accordance with SCU's Funds Availability Policy.
- j. You agree to notify us of any errors with respect to RDC deposits within 60 days after we send you the first periodic statement on which they appear. We will review your claim and correct any on our part. We will not, however, be responsible for errors asserted more than 60 days after we send you the periodic statement on which they appear. In the event of an error with respect to any original check or image thereof transmitted to us for deposit, you will immediately contact us at 1-888-599-2265 or email us via our secure messaging service within our Online Banking.
- k. You agree not to copy, reproduce, distribute or create derivative works from the content of the RDC service or to reverse engineer or reverse compile any technology used to provide the RDC service. SCU and our third party service providers, if any, retain all ownership and proprietary rights in the Services, associated content, technology and websites. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
- l. **Disclaimer of Warranties.** You agree that your use of the RDC program and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether expressed or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose or non-infringement. We make no warranty that the services will meet your requirements, that the services will be uninterrupted, timely, secure or error-free, that the results that may be obtained from the service will be accurate or reliable, or that errors in the services or technology will be corrected.
- m. **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 lost profits, goodwill, use, data or other losses resulting from use of the services, inability to use the services, or termination of the services incurred by you or any third party regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if SCU has been informed of the possibility thereof.