

## **PDFCU Remote Deposit User Agreement**

This remote deposit capture user agreement (“Agreement”) contains terms and conditions for use of remote deposit capture (“RDC”) also referred to as PDFCU Snap-deposit and other services that Pee Dee Federal Credit Union (“credit union”, “us” or “we”) may provide to you (“you”, “user” or “member”). Other agreements that you have entered into with us including your Membership and Account Agreement as amended from time to time have been incorporated and made a part of this agreement.

**Services-**The mobile remote deposit capture services (“Services”) allow you to make electronic deposits to your PDFCU savings or checking accounts by remotely scanning or snapping a picture of checks and transmitting images of such checks to us in compliance with our requirements. Snap-deposit checks will be subject to holds as determined by the credit union. If we accept the image for collection, we will present the image or convert the image to a substitute check for collection. The manner in which these substitute checks or images are cleared, presented for payment and collected will be determined by us in our sole discretion. We may change, modify, add or remove all or portions from this agreement at any time, with or without notice to you. We reserve the right to change, suspend or discontinue the Service, in whole or in part, at any time without prior notice to you.

**Acceptance of Terms-**Your use of these Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. Your acceptance of the revised terms and conditions along with the continued use of the Service will indicate your consent to be bound by the revised Agreement.

**E-Mail-**You must have access to email in order to use this Service. You agree to keep PDFCU informed of any change to your email address and you agree that email will be the only method of communication regarding the RDC Service. Returned undeliverable email sent to you may terminate the Service and this Agreement. Any communication to us regarding RDC or Snap-deposit should be directed to [info@pdfcu.org](mailto:info@pdfcu.org).

**Hardware and Software/Technical Requirements-**In order to use this Service, you must obtain and maintain, at your expense compatible hardware and software as specified by PDFCU and its vendors. We will not be responsible for any third party software that you may need to use this service. You agree that in order to use RDC that your devices and other equipment must meet the current technical requirements and you must have access to the internet. If your scanning equipment produces check images that we determine are not of acceptable quality, we may reject your deposit. We are not responsible for problems arising out of your equipment or internet connections even if you are using equipment that meets our technical requirements.

**Service Interruptions-**When using this Service, you may experience technical or other difficulties. We will attempt to notify you by posting a message to our website [www.pdfcu.org](http://www.pdfcu.org) if we have prior knowledge of an interruption in Service. We will not be

responsible for technical or other difficulties or for any damages that may result from such.

**Fees-**The credit union offers this Service as a benefit and convenience to you. There is no charge for the use of this service, however, you may incur other fees, as set forth in the Rate and Fee Schedule for items such as Overdrafts and Returned Deposit Items.

**Eligibility-**You must be a member of Pee Dee Federal Credit Union and your account must be in good standing. We will determine whether you are eligible for snap-deposit at our sole discretion. We may suspend or terminate the use of the Service at any time without prior notice to you. If you violate the terms of this agreement, we may use the actions as a basis to terminate your account with us.

**Eligible Items-**You agree to scan and deposit only “checks” as defined in the Federal Reserve Regulation CC (“REG.CC”). When the image of the check transmitted to the credit union is converted for subsequent presentment and collection, it shall be thereafter deemed an item within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

**Prohibited Checks-**You agree that you will not scan and attempt to deposit any of the following types of checks or other items:

1. Checks payable to any person or entity other than you or your joint owners.
2. Checks containing alterations to any of the fields on the front of the check.
3. Checks that you suspect are fraudulent, or should have known were fraudulent.
4. Checks that have been previously deposited at another institution by the physical paper check, image or electronic funds transfer.
5. Checks that have been previously converted to a substitute check as defined by REG CC (also known as Check 21 or remotely created checks).
6. Checks from financial institutions located outside of the U.S. or checks that are not payable in US dollars.
7. Checks that are more than 6 months old (stale dated checks).
8. Checks that are payable on sight or payable through drafts.
9. Checks with any endorsements on the back other than that specified in this agreement.
10. Checks or any instruments that are non-negotiable.
11. Checks that are prohibited by PDFCU’s current Membership Agreement with you.
12. Checks that are in violation of any federal or state law, rule or regulation.
13. Cash, Travelers checks, money orders or savings bonds.

**Endorsement Procedures-**You agree to legibly endorse any transmitted, deposit item with 1) your signature and 2) “For Deposit Only, PDFCU account# \_\_\_\_\_ or as otherwise instructed by us. Checks received that are not endorsed in accordance with this provision may be rejected.

**Acceptance of Deposits-**You agree that no deposit should be considered as “Accepted” by PDFCU until it appears in your online history. Acceptance may take a few hours following your transmission of the item to us. Even upon acceptance, PDFCU reserves the right to place a 5 business day hold on a deposited item. Holds will be reflected in your Available Balance through online banking. PDFCU reserves the right to reject any items presented to us through RDC. You will be notified of any items that have been rejected by email. Any items that have been rejected should not be resubmitted to us through snap-deposit.

**Limits and Availability of Funds-**The daily snap-deposit limit is \$3000.00. You agree that items transmitted using RDC Service are **not** subject to the funds availability requirements of the Federal Reserve Board Regulation CC. In most cases, funds deposited using this Service will generally be made available five (5) business days from the day of deposit, not including the day of deposit. PDFCU may make such funds available sooner based on factors such as your account history, the length and extent of your relationship with us, and other factors as PDFCU, in its sole discretion, deems relevant.

**Storage, Security and Disposal of Transmitted Items-**After you have received confirmation that we have received an image, you must securely store the original check for 30 days after transmission to us or until you receive a periodic account statement from us showing the item being deposited, whichever is longer and make the original check accessible to us at our request. **DO NOT MAIL** the check to us unless you are direct by us to do so. After the 30day retention period expires, you must destroy the original check by marking it “VOID” and/or destroying it by a cross cut shredder or another acceptable means of destruction. You agree that you will never re-present the original check or allow anyone else to present the original check again. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Presentment-**The manner in which items are cleared, presented for payment, and collected shall be at PDFCU’s sole discretion subject to other agreements governing your account.

**Errors-**You agree to notify us of any suspected errors regarding items deposited through the RDC service right away, and in no event later than 60 days after the applicable account statement has been sent. Unless you notify us within 60 days, all deposits made through the RDC service shall be deemed correct and you are prohibited from bringing a claim against PDFCU for such alleged error.

**Cooperation with Investigations-** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions and resolutions of member claims, upon request and without cost to us.

**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.

**Ownership and License-**You agree that PDFCU retains all ownership and proprietary rights in the Services associated with this Agreement. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to borrow or steal technology used to provide the Service.

**Disclaimer of Warranties-**You agree your use of the services 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 the implied warranties of merchantability, fitness for a particular purpose and no infringement. We make NO warranty that the Services (1) will meet your requirements, (2) will be uninterrupted, timely, secure or error-free, (3) that the results that may be obtained from this Service will be accurate or reliable, and (4) any errors in the Services 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, 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 Service, regardless of the form of action or claim (whether contract, tort strict liability or otherwise,) even if Pee Dee Federal Credit Union has been informed of the possibility thereof.

Effective March 2017