



Remote Deposit Capture Consumer Disclosure

1. Eligible items.

You agree to scan, and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to your credit union shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Vermont. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you.
- b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- d. Checks or items previously converted to a substitute check, as defined in Reg CC.
- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Reg CC.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks or items prohibited by your credit union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your credit union account.

2. Image Quality.

The image of an item transmitted to your credit union using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, NCUA or any other regulatory agency, clearing house or association.

3. Endorsements and Procedures.

You agree to restrictively endorse any item transmitted through the Services as "For Mobile Deposit at *First United CU Only*" or as otherwise instructed by your credit union. You agree to follow all other procedures and instructions for use of the Services as your credit union may establish from time to time.

4. Receipt of Items.

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from your credit union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

5. Availability of Funds.

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Your credit union will hold the funds for up to seven business days from the date of deposit. In some instances, funds may be available sooner than seven business days based on such factors as credit worthiness, the length and extent of your relationship with your credit union and its affiliates, transaction and experience history, and such other factors as your credit union, in its sole discretion, deems relevant.

Generally, if the funds from your deposit will be available later than the time shown above, your credit union will mail or deliver the notice as soon as practicable, but no later than the first business day following the day the facts become known to the depository bank, or the deposit is made, whichever is later.

6. Disposal of Transmitted Items.

Upon your receipt of a confirmation from your credit union that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to your credit union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for your credit union's audit purposes.

7. Deposit Limits.

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

8. Hardware and Software.

To use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by your credit union from time to time. See your credit union.com for current hardware and software specifications. Your credit union is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter directly with the third-party software provider at time of download and installation.

9. Errors.

You agree to notify your credit union of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable your credit union account statement is sent. Unless you notify your credit union within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against your credit union for such alleged error.

10. Presentment.

The manner-in-which the items are cleared, presented for payment, and collected shall be in Your credit union sole discretion subject to the Depository Agreement and Disclosures governing your account.