

**SAFE Federal Credit Union**  
**Consumer Remote Deposit Capture Agreement**

## **Use of Service**

These services allow you to deposit checks into eligible SAFE Federal Credit Union accounts from a remote location with a compatible mobile device which then delivers the images and associated deposit information to SAFE FCU electronically. You may use this service only for non-business, personal use in accordance with this Agreement. In order to use this service, you must obtain and maintain, at your expense, compatible hardware. We are not responsible for the functionality or maintenance of any third-party hardware or software you may need to use this service.

## **Definitions**

“Business Day” is every Monday through Friday, Eastern Time, excluding Federal Reserve holidays.

“Service” refers to SAFE Federal Credit Union’s Consumer Remote Deposit Capture or Mobile Deposit service.

## **Agreement Acceptance**

The Agreement applies to consumer accounts only. The acceptance of this Agreement and use of the service means you agree to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy of your records.

## **Eligibility and Qualification Requirements**

All consumer checking and savings accounts are eligible for this service except “fresh-start” or “second-chance” checking accounts provided that meet the Eligibility and Qualification Requirements as detailed below.

To qualify for this service, you must meet eligibility criteria as dictated by us, including but not limited to the following:

1. All accounts must be in good standing
2. No delinquent loan(s) more than 30 days
3. No more than five non-sufficient funds items (NSFs) in the past 12 months
4. No negative balances beyond ODP limit
5. No negative flags on account for bankruptcy, deceased, dormant/inactive, charge-off account, call accounts control, on restricted check list, or don’t accept personal checks, etc.
6. Must have a valid U.S. address with no “bad address” or “hold mail” flag.

## **Limitations of Service**

When using this service, you may experience technical or other difficulties. We do not assume liability of any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this service is not available to you, you acknowledge that you can deposit your check at a branch office location, through a participating ATM, or by mail.

## **Charges or Fees**

SAFE FCU does not charge a usage fee for this service. We reserve the right to start charging for this service at any time. 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 in the amount shown on SAFE FCU's current Fee Schedule for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that SAFE FCU may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations and restrictions, and that we may contact you via your wireless device or email address for any purpose concerning your accounts at SAFE FCU, including but not limited to account servicing and collection purposes.

## **Eligible Items**

You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.

## **Ineligible Items**

You agree that you will not use this service to deposit any ineligible items including but not limited to the following:

1. Checks or items payable to any person or entity other than you
2. Post-dated checks
3. Checks or items containing an obvious alteration to any of the fields on the front of the check or item which you know or suspect, or should know or suspect to be fraudulent
4. Checks or items drawn or otherwise issued by you or any other party on any of your SAFE FCU accounts
5. Checks or items not payable in United States currency
6. Items drawn on financial institutions located outside the United States
7. Items previously converted to a substitute check
8. Consumer loans, credit card, and mortgage payments
9. IRA and Share Certificate deposits
10. Money Orders and travelers checks
11. Cashier Checks
12. Starter or counter checks
13. American Express Gift Cheques

Effective 11/14/13

Revised January 2015

Revised May 2018

14. Savings bonds
15. Checks that require authorization
16. Third-party checks
17. State-issued registered warrants

## **Image Quality**

The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by ANSI, clearing house association or any other regulatory agency.

## **Endorsements and Procedures**

You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY AT SAFE FCU" or as otherwise instructed by Credit Union. You agree to follow any and all other procedures and instructions for use of the services as SAFE FCU may establish from time to time. SAFE FCU reserves the right to reject all items that are not endorsed as specified.

## **Deposit Limits**

When using the service to deposit funds such deposits are limited to a base of \$2,000 per business day for a maximum of \$6,000 per month. This may be changed based on individual member qualifications. You must receive a Deposit Approval Notification by 3:00pm EST for a deposit to be considered that business day.

## **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 SAFE FCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that SAFE FCU is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

## **Provisional Credit and Availability of Funds**

Below is our general funds availability policy for this service:

- If you receive a Deposit Approval Notification on Monday – Friday between 9:00am and 3:00pm, up to \$200 of the check will be available that day and the remaining funds will be available one business day from day of approval.
- If you deposit a check on a holiday, a Saturday, or a Sunday, up to \$200 of the check will be available the next business day and the remaining funds will be available two business days from day of approval.

Credit given for the item is provisional and subject to final approval of the item. Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds because we believe the check is uncollectable and we will tell you when funds will be available. You agree to receive all notifications regarding your use of the service, including but not limited to exception notices as required by Regulation CC via electronic message. With respect to each item you send to SAFE FCU for deposit, you agree to indemnify and reimburse SAFE FCU for and hold SAFE FCU harmless from and against any and all losses, costs, and expenses.

## **Method of Presentment**

The manner in which items are cleared, presented for payment, and collected shall be in SAFE FCU's sole discretion.

## **Retention and Disposal of Items**

You agree to retain each item no fewer than fourteen (14) business days after your funds have been posted to your account. Upon receipt of these funds, you agree to mark the items prominently as "Void" and to dispose of the item(s) in a way that prevents representing for payment. You agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide any retained items to SAFE FCU as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

## **Errors or Discrepancies**

Notify SAFE FCU at 803-469-8600 or 1-800-763-8600 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any losses.

## **Security Requirements**

To prevent unauthorized usage of the service, you agree to ensure the security of the mobile device you own and use to access the service. By securing these devices, we specifically mean

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installing operating system patches as well as securing the physical device from theft or unauthorized use. Additionally, SAFE FCU may also request more information from you.

## **Authorized Users**

If you have designated an authorized user/joint on your account, your authorized user/joint will also have online access to the Remote Deposit Capture Service. You and your authorized user(s) /joints are equally responsible for adhering to all items disclosed in this Agreement.

## **Disclaimer of Warranties**

SAFE FCU's representation, warranties, obligation, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose. We make no warranty that the services (a) will meet your requirements, (b) will be uninterrupted, timely, secure, or error free, (c) that the results that may be obtained from the service will be accurate or reliable, and (d) that any errors in the services or technology will be corrected.

## **Limitation of Liability**

SAFE FCU's liability for errors or omissions with respect to the data transmitted or printed by SAFE FCU will be limited to correcting the errors or omissions.

## **User Warranties and Indemnification**

You warrant to SAFE FCU that

1. You will only transmit eligible items that are properly endorsed
2. Images will meet the image quality standards
3. You will not transmit duplicate items
4. You will not deposit or re-present the original item once it has been sent through this service, unless specifically requested to do so by SAFE FCU
5. All information you provide to SAFE FCU is accurate and true
6. SAFE FCU will not sustain a loss because you have deposited an image
7. You will comply with this Agreement and all applicable rules, laws, and regulations
8. Items you transmit do not contain viruses

You agree to indemnify and hold harmless SAFE FCU from any loss for breach of the warranty provision.

## **Change in Terms**

SAFE FCU reserves the right to change the terms and conditions of this service or terminate this Agreement without notice at any time.

## **Governing Law**

This Agreement supplements the terms of your Membership Agreement and Disclosures. Together they constitute the entire Agreement between you and SAFE FCU with respect to the services. You may not assign this Agreement. This Agreement is governed by the laws of the State of South Carolina and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this service is strictly prohibited.