

WUHEFCU Remote Deposit Capture Services Agreement

This Agreement contains the terms and conditions for the use of the Winthrop-University Hospital Employees Federal Credit Union (WUHEFCU) remote deposit capture services that WUHEFCU may provide to you (“you” or “User”). Other agreements you have entered into with WUHEFCU, including all Disclosures governing your WUHEFCU account, are incorporated by reference and made a part of this Agreement.

Definitions. The following words or terms shall each have the meaning as provided below.

- a. “Banking Day” means a day on which WUHEFCU is open to the public for carrying on the Services and substantially all of its business, but does not include Saturdays, Sundays or Federal Reserve holidays.

Services. The remote deposit capture services (“Services”) are designed to allow you to make deposits to your share draft (checking), share (savings), or money market accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to WUHEFCU or WUHEFCU’s designated processor.

Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will give you legally required notice of any change in terms. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, WUHEFCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

Limitations of Service. When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time with prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

Charges or Fees. 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 WUHEFCU’s current Fee Schedule for a returned check. If you become indebted to WUHEFCU in any way, we can take any funds voluntarily deposited to WUHEFCU accounts in which you have an interest to recover all or part of what you owe without notice and without waiving other collection rights.

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 WUHEFCU shall be deemed an “item” within the meaning of the Article 4 of the Uniform Commercial Code. 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 and that all signatures are authentic and authorized;
- 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 six months prior to the date of deposit or post dated;
- i. Demand drafts or remotely created checks (i.e., checks lacking the original signature of the drawer);
- j. Checks that are irregular in any way (e.g., where the numerical and written amounts are different);
- k. Checks that have previously been returned unpaid for any reason;
- l. Checks payable to "Cash";
- m. Any Check(s) that exceed the transaction limitation(s) that we establish from time to time.
 - a. Current Limits: \$2,500/business day and 5 items per business day

Our processing of any of the Checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

Image Quality. The image of an item transmitted to WUHEFCU using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "**For edeposit only, WUHEFCU member # _____**" or as otherwise instructed by WUHEFCU. **After submission you must write 'Mobile Deposited' conspicuously on the front of the check, and not attempt to deposit it again anywhere.** You agree to follow any and all other procedures and instructions for use of the Services as WUHEFCU may establish from time to time.

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 WUHEFCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. Items received by 12 Noon EST on a banking day will be applied the same day. Items received on a non banking day will be applied next banking day.

Availability of Funds. You agree that items transmitted using the Services are not subject to the WUHEFCU Funds Availability policy. We reserve the right to hold funds from deposits submitted using the Services until final collection. WUHEFCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as WUHEFCU, in our sole discretion, deems relevant. Our making funds available prior to final collection is not a guarantee that the item will be paid. You understand and agree that you

will be responsible for restoring any negative balance that results from lawful return of any deposited item by the paying institution.

Disposal of Transmitted Items. Upon your receipt of a confirmation from WUHEFCU that we have received 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 following receipt of a confirmation or after posting to your account, whichever occurs first. 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 WUHEFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any items, or for WUHEFCU’s audit purposes.

Security. You are solely responsible for the security of the personal computer and/or wireless device you own and use to access the Service. WUHEFCU expressly disclaims any responsibility for the security of hardware, software, wireless communication networks or any equipment, facilities or communication channels we do not own or control.

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.

Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible software and hardware as specified by WUHEFCU from time to time. WUHEFCU 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 into directly with the third party software provider at time of download and installation. Current hardware and software specifications are listed on www.wuhefcu.org.

Errors. You agree to notify WUHEFCU of any suspected errors regarding items deposited through the Services immediately and no later than ten business days after deposit. Unless you notify WUHEFCU within ten business days following receipt of confirmation, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against WUHEFCU for such alleged error.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in WUHEFCU’s sole discretion subject to the Disclosures governing your account.

Fees. You agree to pay us (and authorize us to charge your accounts for) the fees we establish for this service (see our Fee Schedule for details).

Ownership & License. You agree that WUHEFCU and/or our designated service provider retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to WUHEFCU’s business interest, or (iii) to WUHEFCU’s actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

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 EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) OR THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE AND (iv) 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, GOODWILL, USE, DATE OR OTHER LOSSES RESULTING FROM THE USE OF 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WUHEFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

User Warranties and Indemnification. User warrants to WUHEFCU that:

- a. User will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. User will not transmit duplicate items.
- d. User will not redeposit or represent the original item.
- e. All information user provides to WUHEFCU is accurate and true.
- f. WUHEFCU will not sustain a loss because you have deposited an image.
- g. Items you transmit do not contain viruses.
- h. User will comply with the Agreement and all applicable rules, laws and regulations.
- i. User agrees to indemnify and hold harmless WUHEFCU from any loss for breach of this warranty provision.

Other Terms. User may not assign this Agreement. This Agreement is entered into in and shall be governed by the laws of the State of New York 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.

WUHEFCU Remote Deposit Capture Services Agreement

Print Name		Account Number
Email		Work Phone
Mobile Phone Number	Mobile Phone Carrier	Home Phone
Physical Address		
Mailing Address		

I have read and agree to the terms of the WUHEFCU Remote Deposit Capture Services Agreement

Signature _____

Date _____

FOR CREDIT USE ONLY:

Approved _____ Denied _____

WUHEFCU Representative _____

Date _____

Please complete this application and:

- Email to: info@wuhfcu.org
- Fax to: 516-493-9424
- Mail or bring to the office located at: WUHEFCU, 194 1st St, Mineola, NY 11501