

# Santa Fe Federal Credit Union

## Remote Deposit Capture Disclosure Agreement

- I. **Addendum.** This Remote Deposit Service Addendum (“**Addendum**”) applies to the Remote Deposit Service (the “**Service**” or **Remote Deposit**”), which is part of the Santa Fe FCU Online Banking Service offered. The terms “Processor” may be used interchangeable when used in relation to any services performed by Santa Fe FCU or by a processor or vendor on behalf of Santa Fe FCU with respect for the service. This Addendum shall be considered as part of the Santa Fe FCU Online Banking Agreement (“**Agreement**”) and supplements your Deposit Account Agreement with the Credit Union, and it applies specifically to the Service available to you under this Addendum. Terms defined in the Agreement shall have the same meaning in the Addendum, unless otherwise stated below. In the event of a conflict between the Addendum and Deposit Account Agreement, this Addendum will govern with respect to the Service and your use of the Service.
- II. **Definitions.** As used in this Agreement, the words “we,” “our,” “us,” and “SANTA FE FCU” mean Santa Fe Federal Credit Union. “You” and “your” refer to the account holder authorized by Santa Fe Federal Credit Union to use REMOTE DEPOSIT CAPTURE under this Agreement and anyone else authorized by that account holder to exercise control over the account holder’s funds through ONLINE BANKING. “Account” or “accounts” means your accounts at SANTA FE FCU. “REMOTE DEPOSIT CAPTURE Service” means the services provided pursuant to this Agreement. “Business days” means Monday through Friday. Holidays are not included.
- III. **Remote Deposit Capture Service.** The Service is designed to allow you to make deposits of paper checks (“**Original Checks**”) to your checking, or savings Deposit Accounts with the Credit Union (“**Mobile Deposit Accounts**”) from home or other remote locations by using your eligible camera-enlarged Mobile Device to capture images of the Original Checks and transmitting the digital images and associated deposit information (“**Images**”) to us or our Processor with your Mobile Device.
  - **Eligibility:** (a) You must be enrolled in Online Banking (b) have one or more eligible Deposit Accounts with us for at least 30 days to deposit negotiable items to your account, or make loan payments here at SANTA FE FCU.
  - **Enrollment:** In order to use Remote Deposit Capture, you must: (a) have an eligible Mobile Device, and (b) enroll in Santa Fe FCU Online Banking Service first. Only certain camera-enabled Mobile Devices may be used with the Service, as specified by us from time to time. **It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to you Mobile Device is terminated.** We reserve the right to refuse or cancel your registration for the Service if we cannot verify information about you and/or your Mobile Device.
  - **Fees and charges:** At the present time, REMOTE DEPOSIT CAPTURE is a free service through SANTA FE FCU. In the event, the credit union decided to charge for the service you would be notified. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are

also responsible for telephone/mobile and Internet service fees you incur in connection with your use of REMOTE DEPOSIT CAPTURE Service.

- **Unavailability:** Remote Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider and Internet software. In the event Remote Deposit Capture is unavailable, you may deposit Original Checks at our branches or through our night deposit or by mailing the Original Check to: (a) PO Box 15088, Amarillo, TX 79105 (b) PO Box 92852, Albuquerque, NM, 87199.

IV. **Eligible Items.** You agree to capture check images and deposit only checks as the term is defined in the Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to the Credit Union (each such check image a “Check” and, if more than one, “Checks”) shall be deemed an “item” within the meaning of the Uniform Commercial Code. You can only deposit Checks using Remote Deposit Capture, however, there are some **checks that you cannot deposit**, these include:

- Checks payable to any person or entity other than you.
- Checks payable to a business; remote deposit capture is for deposits made into personal accounts.
- Checks containing any alteration of which you know or should have known or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
- Any Checks that are not in original form with a signature, such as substitute checks or remotely created checks.
- Checks that are stale dated, dated more than six (6) months prior to the date of deposit.
- Checks that are postdated, display a future date.
- Insurance checks.
- Checks written off an account at a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks that are otherwise not acceptable under the terms of your **Account Agreement**.

PLEASE NOTE: Any Check that you attempt to deposit using Remote Deposit Capture is subject to verification by us. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting one of our branches, night drop, or by mail.

V. **Deposit Limits.** Santa Fe FCU may establish daily and/or monthly limits on the dollar amount and/or number of items or deposits at any time at our discretion. These limits are:

Daily Deposit Limit	Items Per day	Per Item Limit	Rolling 30-day Limit
<b>\$1,500</b>	<b>5</b>	<b>\$1,500</b>	<b>\$6,000</b>

If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times. Limits may be changed based on the length of time the account is opened and account activity.

VI. **Check Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), required written information on the front of the original check and any endorsements applied to the back of the original check.

- **Image Quality:** The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
  - **Endorsements:** Written information required on the **Front** of the original check; must include in the middle of the top between the personal information of the payee and the date of the check should contain “**Remote Deposit on [current day’s date]**”. Date should appear as the day you are using Remote Deposit app. Endorsements must be made on the back of the share draft or check within 1 ½ inches from the top edge. Your endorsement on the Back of the original check; must include your signature and “**Remote Deposit Only on [current day’s date]**”. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings will be your responsibility.
- VII. **Receipt of Deposit.** All images processed for deposit through Remote Deposit will be treated as “deposits” under your current Membership and Account Agreement with us and will be subject to all terms of the Membership Booklet and Truth-in-Savings Disclosure. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any check image for remote deposit into your account. We will notify you of rejected images by mail or email.
- VIII. **Funds Availability.** You may access the service anytime 7 days a week. Remote Deposits confirmed as received before 2:00 P.M. CST on Monday through Friday (except state and/or federal holidays) will be considered deposited on that day. Remote Deposits confirmed as received after 2:00 P.M. CST on Monday through Friday (except state and/or federal holidays) at any time will be considered deposited on the next Business Day. Funds from Remote Deposits will generally be available to you on the first Business Day from the date we provide you Provisional Credit for the Mobile Deposit. Additional funds availability restrictions may apply. Santa Fe FCU 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 we deem relevant.
- IX. **Original Checks.** After you receive confirmation that we have received an image, you must securely store the Original Check for Ten days (10) after transmission to Santa Fe FCU and make the Original Check accessible to Santa Fe FCU at our request. Upon our request from time to time, you will deliver to us within 10 days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the Original Check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Original Check, the image will be the Sole Evidence of the Original Check. You do agree that you will never re-present the Original Check. You do understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.
- X. **Returned Deposits.** Any credit to your account for checks deposited using Remote Deposit Capture is provisional. If Original Checks deposited through Remote Deposit Capture are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including,

but not limited to, issues relating to the quality of the image, you **agree** that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us, Santa Fe FCU, for **ALL** loss, cost, damage and/or expense caused by or relating to the processing of the returned item. Without our approval, you shall NOT attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you. We, Santa Fe FCU, may debit any of your accounts (excluding Tax-favored Accounts) to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

- **Return Item Fee:** As already established, Santa Fe FCU will resume return fees disclosed on our Rate & Fee schedule which represents only a part of the required Truth-in-Savings disclosures and must be used together with the ACCOUNT AGREEMENT booklet to obtain full and complete disclosure of all terms and conditions of your account.

XI. **Your Warranties.** You make the following warranties and representations with respect to each image:

- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

XII. **Your Responsibilities.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Check Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us, or if Remote Deposit Capture is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. You agree to notify us of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable Deposit Account statement is sent or otherwise made available. Unless you notify us within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are precluded from bringing a claim against Santa Fe FCU for such alleged error. In addition you agree that you will not modify, change alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Cachet Financial Solutions and Santa Fe Federal Credit Union Online Banking, retain all rights, title and interests in and to the Service, Software and Development made available to you.

XIII. **Compliance with Law.** You will use Remote Deposit Capture for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

XIV. **Right to Terminate.**

- **Santa Fe FCU:** In addition to any other provision in the Agreement or the Deposit Agreement on the subject, Santa Fe FCU may, in its sole discretion and without prior notice to you unless otherwise required by applicable law, elect to suspend or terminate your use to the Remote Deposit Service (i) if you or we close the Deposit Account(s) established in connection with the Remote Deposit Service, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to the Remote Deposit Service, (iii) in the event of a material breach in the performance or observance of any term, or breach of any representation or warranty, by you, (iv) if we believe immediate action is required for the security of your or Santa Fe FCU funds, or (v) if we reasonably believe that the continued provision of the Remote Deposit Service would violate federal, state or local laws or regulations, or would subject Santa Fe FCU to unacceptable risk of loss. Notwithstanding any termination, this Addendum shall remain in full force and effect with respect to all transactions initiated prior to such termination.
- **Member:** You may cancel your Remote Deposit Capture service at any time. You agree that we can terminate or limit your access.