

Members Credit Union Remote Deposit Capture Rules and Procedures

RULES:

-Members Credit Union (MCU) may deny, suspend or revoke service to any account that is not in good standing, including delinquent loans, frequent overdrafts, negative accounts or abuse of this service.

-We reserve the right to reject any item transmitted through this Service, at our discretion, and we may limit the amount or number of items you can deposit with this service in a day or in a given period of time. If we doubt the collectability we may place holds until funds are received from the institution it is drawn upon.

-We are not liable for items we do not receive or for images that are not transmitted completely.

-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 may be assessed a fee as disclosed. 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 or related fees immediately.

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

-You agree to your personal responsibility to ensure the security of the personal computer and/or mobile device you own and use to access the Service, which includes the security of any wireless or internet service or network you may be utilizing. You also agree to protect the security of the check(s) you deposit through Remote Deposit Capture (RDC).

-You agree that MCU will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for lost profits, goodwill, use data or other losses resulting from use of the Service, inability to use the services, or termination of the services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise) even if MCU has been informed of the possibility thereof.

-You agree to indemnify and hold harmless MCU from any loss for breach of the warranty provision, such that you warrant to MCU that:

- a. You will only transmit eligible items that are properly endorsed with the restrictive endorsement outlined below.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or re-present the original item once it has been scanned and sent through this Service unless specifically requested to do so by MCU.
- e. All information you provide to MCU is accurate and true.
- f. MCU will not sustain a loss because you have deposited an image or because you have not properly handled the original with proper endorsements or you have not written "mobile deposit" and the date on the face of the check(s) after mobile deposit is completed.
- h. You will comply with the original and any subsequent provisions of the Agreement and all applicable rules, laws and regulations."

PROCEDURES:

- Remote Deposit Capture (RDC) works with your Apple (IOS 10) or Android (Version 5) Apps. You must first be an MCU @ Home (home banking) user before you can activate the app. If you are not currently using MCU @ Home, please contact the credit union to activate your account.
- Once your online access is activated, you can search the Apple App store or <https://play.google.com/store> to get the Android app. Search for "Members Credit Union – CT". Please follow the directions when you download the app. To use the app you will first need to register your mobile device. Select either "E-mail Registration" to receive a registration code to your email, or "Online Registration" in which you must logging on to the MCU @ Home Desktop version, select Device Management from the menu list, and register your device ID.
- Before you are activated for the remote check deposit feature, you must read the full mobile check deposit agreement. The agreement is located on our website, or a copy of the agreement is provided with these procedures at the time of enrollment. You must sign the last page of this document to enroll, and you agree that you have received and agree to terms of the Mobile Check Deposit Agreement, Rules and Procedures. The signed enrollment page may be returned to MCU via email, mailed, faxed or dropped off at the office.
- The process is simple, and instructions in the app will guide you through. You can deposit your checks using an iPhone (IOS 10) or iPad (4 or above) or any Android Smartphone or tablet (Version 5). There is a maximum remote deposit limit of \$5000.00 per day, unless prior authorization is obtained.

Restrictive Endorsement Requirement:

**FOR REMOTE DEPOSIT TO MCU
ACCOUNT NUMBER
SIGNATURE**

If you do not follow these instructions, your deposit may be rejected.

- Once you submit your check write "mobile deposit" and the date on the front of the check. Keep the check in a safe place for 60 days, then you may securely dispose of the original check. Please take care to dispose of checks appropriately. Please shred the originals if possible.
- Once you deposit your check it will be reviewed for accuracy and accepted by the following business day. Deposited amounts under \$1,500.00, under the terms of this Agreement will generally be available after review of the check, or 3 days after deposit, whichever comes first. For amounts deposited over \$1,500.00, but under \$5,000.00, the funds will generally be available on the fourth business day after the day of deposit. For amounts over \$5,000.00, MCU must approve using this service for the deposit, and longer delays may apply. If we have reason to believe that the check will not be paid, we may reject the deposit or add a longer hold.

Members Credit Union Remote Check Deposit Rules and Procedures

I have received Members Credit Union Mobile Check Deposit Agreement and Members Credit Union Remote Check Deposit Rules and Procedures and agree to abide by the rules therein.

Account #(s): _____

Name: _____ Date: _____

Signature: _____