

## REMOTE DEPOSIT CAPTURE CONSUMER DISCLOSURE

### 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 Services Center Federal 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 Remote Deposit Capture (RDC) to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you.
- 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.
- 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.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Services Center Federal Credit Union's current procedures relating to the RDC or which are otherwise not acceptable under the terms of Services Center Federal Credit Union (SCFCU).

### Image Quality

The image of an item transmitted to SCFCU using the RDC app 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.

### Endorsements and Procedures

You agree to restrictively endorse any item transmitted through RDC as "For Mobile Deposit at SCFCU only" or as otherwise instructed by your credit union. You agree to follow all other procedures and instructions for use of the RDC app as SCFCU may establish from time to time.

### Receipt of Items

We reserve the right to reject any item transmitted through RDC, 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 Services Center Federal Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

### Availability of Funds

You agree that items transmitted using RDC are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Services Center Federal 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 SCFCU and its affiliates, transaction and experience history, and such other factors as SCFCU, in its sole discretion, deems relevant. Generally, if the funds from your

deposit will be available later than the time shown above, SCFCU 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.

### **Disposal of Transmitted Items**

Upon your receipt of a confirmation from SCFCU 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 SCFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for SCFCU's audit purposes.

### **Deposit Limits**

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

### **Hardware and Software**

To use RDC, you must obtain and maintain, at your expense, compatible hardware and software as specified by SCFCU from time to time. See <https://www.scfcu.net/manage/mobile-app/> for current hardware and software specifications. SCFCU is not responsible for any third-party software you may need to use RDC. 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.

### **Errors**

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

### **Presentment**

The manner-in-which the items are cleared, presented for payment, and collected shall be in Services Center Federal Credit Union's sole discretion subject to the Depository Agreement and Disclosures governing your account.

\*\*\*If you would like a paper copy of this disclosure, you can pick one up at SCFCU or find it on our website:  
<https://www.scfcu.net/privacy-disclosures/>