

Remote Deposit Capture Agreement

In this Remote Deposit Capture Services Disclosure and Agreement ("RDC Agreement"), the words "you" and "your" mean the consumer applying for and/or using any of the Remote Deposit Capture Services (the "RDC Services") described in this Agreement. The words "we," "us" and "Credit Union" mean New Castle Delaware Employees FCU ("New Castle County Delaware EFCU"). By requesting and using Remote Deposit Capture Services, you agree that agreements governing the Credit Union accounts you access using the Services—including but not limited to your Membership and Account Agreement, Virtual Branch Agreement and Disclosure Statement, and our mobile app terms and conditions—"Account Agreements") are incorporated into and made part of this RDC Agreement. In the event of a discrepancy between this RDC Agreement and your Account Agreements, this RDC Agreement will control.

Use of the Services. You can use RDC Services to remotely deposit paper checks payable to you to your Credit Union share draft (checking) account that you designate as your RDC settlement account ("Account") by electronically transmitting a digital image of the paper check to us for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this RDC Agreement. To use the Services, you will need a smartphone or a tablet with a camera and Internet access. Upon our receipt of a digital image the front and back of a check ("Check Image") from you, we will review the Check Image for acceptability. We will not be deemed to have received a Check Image until after we notify you of receipt of the Check Image via onscreen messaging and/or email notification. Your receipt of a notice from us confirming receipt of a Check Image does not mean that the Check Image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any Check Image that we do not receive. Following receipt of the Check Image, we may process the Check Image by preparing a "substitute check" as defined in the Check Clearing Act for the 21st Century or by clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account. Any amount credited to your Account for items deposited using RDC Services is a provisional credit and you agree to indemnify the Credit Union against any loss we suffer because of our acceptance of the remotely deposited check.

In addition, you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or RDC Services, (ii) copy or reproduce all or any part of the technology or RDC Services; or (iii) interfere, or attempt to interfere, with the technology or RDC Services.

Compliance with Law. You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of your business if applicable. 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. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this RDC Agreement. You further agree not to use any Credit Union product, service or access device for illegal activity such as illegal online gambling.

Check Requirements. Any image of a check that you transmit must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the

drawer. Prior to capturing the original check, you must endorse the back of the original check consistent with any endorsement specifications set forth in your Account Agreements and this RDC Agreement. The image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You understand that you are solely responsible for the quality of the Check Image submitted for deposit using RDC Services.

Rejection of Deposit. We are not liable for any service or late charges levied against you due to our rejection of any item submitted by Remote Deposit Capture. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Items Returned Unpaid. A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your Account, in the event such item is dishonored, you authorize us to debit the amount of such item from the Account of deposit. All credits resulting from Remote Deposit Capture are provisional until final payment by the institution on which the deposited item is drawn.

Joint and Several Liability for Joint Accounts. If a Credit Union Account has more than one owner, whether that person is designated as a "member," "joint owner" or otherwise, each owner acknowledges joint and several liability for all activity occurring on the joint Account. Each of you agrees that if you become indebted to us as a result of authorized use of the Services and that debt is not paid upon our demand or as otherwise required by any Agreement any of you have with us, we can, unless prohibited by law or an agreement governing an Account, take funds from any Credit Union Account in which any of you has an interest to recover all or part of the unpaid debt, without notice and without waiving other rights we have to collect the debt.

Email Address. You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of remote deposit items.

Unavailability of Services. RDC Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, you can deposit an original check at our branch or by mailing the original check to us at 100 Churchmans Rd, New Castle, DE 19720. It is your sole responsibility to verify that items deposited using RDC Services have been received and accepted for deposit by us. However, we will email or send a text message notification of items submitted by Remote Deposit Capture that are rejected by the next business day following rejection.

Business Days. Our business days are Monday through Friday excluding federal holidays.

Maximum Deposit Per Day, Timing. The maximum amount you may deposit by Remote Deposit Capture per day per account is \$2,500 (two-thousand five-hundred dollars of the United

States of America) unless we, at our sole and absolute discretion, set a higher amount. Deposits made by Remote Deposit Capture before 2:30 PM Eastern Time (US and Canada) on a business day will be credited on the same business day. Deposits made after 3 PM will be credited the following business day.

Funds Availability. Funds from items deposited by Remote Deposit Capture will be subject to an at least two-day hold and made available when finally paid by the institution on which they are drawn, or earlier at our sole and absolute discretion.

Accountholder's Warranties. You make the following warranties and representations with respect to each image of an original check you transmit to us utilizing the Services:

1. Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. You will endorse each check submitted for RDC: "For mobile deposit at NCCDEFUCU only".
4. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
5. Other than the digital image of an original check that you remotely deposit through RDC Services, there are no other duplicate images of the original check.
6. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
7. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
8. The information you provided in any Application for RDC Services remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
9. You have not knowingly failed to communicate any material information to us.
10. You have possession of each original check deposited using the Services and no party will submit the original check for payment.
11. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Storage of Original Checks. You agree to securely store each original check for a period of 90 days after transmission of the Check Image to us. After such storage period expires, you agree to destroy and dispose of the original check in a manner that will prevent it or any image of it

from being renegotiated. You understand and agree that you are responsible for any loss caused by your failure to secure or properly destroy and dispose of original checks.

Securing Images on Mobile Devices. Check images captured using a mobile device will be stored on the mobile device only until the associated deposit has been successfully submitted. You agree to promptly complete each RDC deposit conducted using a mobile device. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

Accountholder's Indemnification Obligation. You agree to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of RDC Services and/or breach of this RDC Agreement. This paragraph shall survive the termination of this RDC Agreement.

In Case of Errors. In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this RDC Agreement, you must immediately contact us regarding such error or breach as set forth below.

- By telephone: 302-395-5350
- By internet: <https://www.nccdefcu.com/about/contact-us/>
- By mail: 100 Churchmans Rd, New Castle, DE 19720
- **Attn: Member Service**

Limitation of Liability. We are not responsible for any indirect, consequential, punitive, or special damages attributable to our breach of this RDC Agreement.

Charges for Use of the Services. All charges associated with the Services are disclosed in the Credit Union Fee Schedule, a copy of which is provided with this RDC Agreement.

Disclaimer of Warranties. WE DO NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR YOUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT. WE DO NOT MAKE ANY WARRANTIES REGARDING PERFORMANCE OR NON- INFRINGEMENT OF RDC SERVICES, AND EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT RDC SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. WE WILL BE LIABLE ONLY FOR ACTUAL DAMAGES THAT ARISE FROM OUR GROSSLY NEGLIGENT OR INTENTIONAL FAILURE TO PROPERLY COMPLETE TRANSACTIONS INITIATED USING RDC SERVICES.

Change in Terms. We may change the terms and charges for RDC Services by notifying you of such change in writing and may amend, modify, add to, or delete from this RDC Agreement from

time to time. Your use of the Services after receipt of notification of any change by us constitutes your acceptance of the change.

Termination of the Services. You may, by written request, terminate RDC Services provided for in this RDC Agreement. We may terminate your use of the Services at any time upon legally required written notice. In the event of termination of the Services, you will remain liable for all transactions performed on your Account.

Relationship to Other Disclosures. The information in this RDC Agreement applies only to RDC Services. Provisions in other agreement and disclosure documents provided to you by us, as may be revised from time to time, remain effective for all other aspects of the Account.

Governing Law. This RDC Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You agree to submit to the personal jurisdiction of the courts of the State of Delaware.

Periodic Statement. Any remote deposits made through the Services will be reflected on your monthly Account statement and will also be available for review via Online Banking and Mobile.

Review of Statements and Notices. YOU MUST CLOSELY EXAMINE PERIODIC STATEMENTS AND NOTICES WE SEND YOU WITHOUT DELAY.

Banking. You must notify us of any error relating to images transmitted using RDC Services by no later than 33 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Limitations on Frequency and Dollar Amount. You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that we may establish from time to time.

Unacceptable Deposits. The credit union reserves the right to reject or refuse to accept any item. In addition, you are not permitted to deposit the following items using RDC Services:

1. Any item that is stamped with a "non-negotiable" watermark;
2. Any item that contains evidence of alteration to the information on the check;
3. Any item issued by a non-U.S. financial institution;
4. Any item issued in a non-U.S. currency;
5. Any item that is incomplete;
6. Any item that is "stale dated" or "post-dated;"
7. Savings Bonds;
8. Items drawn on IRAs, share certificates, or certificates of deposits;
9. Starter or counter checks;
10. Items that require authorization, including insurance checks.

Changes in Financial Circumstances. You agree to inform us immediately in the event of a material change in your financial circumstances or in any of the information provided in any Application including any supporting financial information. You agree to provide us any financial records we reasonably request to determine your financial status during the term of this RDC Agreement.

Confidentiality. You agree that confidential data relating to our Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this RDC Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This RDC Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

Attorneys' Fees. The prevailing party in any legal or equitable action arising out of this RDC Agreement will recover its reasonable attorneys' fees and costs in addition to any other remedy the court finds proper.

Signature Required. This RDC Agreement sets out the legally binding terms of your use of the RDC Services. You indicate your acceptance of this RDC Agreement and all of the terms and conditions contained or referenced in this RDC Agreement by checking the box below and signing where indicated, if the account is a joint account both signatures are required. By checking the box and signing below you accept this RDC Agreement, and agree to the terms, conditions and notices contained or referenced herein.



- By checking this box and signing below, you acknowledge receipt of and agree to the terms and conditions of the RDC Agreement.

Current e-mail (required): _____

Print Name

Print Joint Name

X _____

Signature of Member Date

X _____

Signature of Joint Owner Date