

Virginia Beach Schools Federal Credit Union Remote Deposit Agreement and Disclosure

Introduction

The use of Virginia Beach Schools Federal Credit Union's (VBSFCU) Remote Deposit Capture service (RDC) constitutes acceptance of this agreement and disclosure.

Definitions

As used in this Agreement, the following words will have the definitions given below:

"Account(s)" means your eligible VBSFCU checking, savings, and other VBSFCU products that can be accessed through the RDC Service.

"Device" means a smart telephone or similar wireless communication device onto which you have downloaded software provided by us for the purpose of permitting RDC through our mobile banking app.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)" mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking Service.

"We", "Us", and "Credit Union" means VBSFCU.

Remote Deposit Capture Service

RDC is offered as a convenience and supplemental service to our Mobile Banking services. It is generally available 30 days after you open your account. However, we reserve the right to extend this waiting period at our sole discretion. RDC allows you to deposit items remotely to your eligible deposit accounts. To utilize the RDC service, you must be enrolled in Online Banking and access it through our Mobile Banking app.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through RDC or Mobile Banking. We may also reserve the right to modify the scope of the RDC or Mobile Banking Service at any time.

Mobile Banking and RDC may not be accessible over some network carriers. In addition, these services may not be supportable for all Devices. VBSFCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as (but not limited to) data outages or "out of range" issues.

You agree to accept responsibility for learning how to use RDC in accordance with the instructions and agree that you will contact us directly if you have any problems with RDC or Mobile Banking.

We may modify the RDC/Mobile Banking Service from time to time at our sole discretion. You are responsible for making sure you understand how to use RDC/Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the RDC/Mobile Banking Service or your Device.

You agree that, when you use RDC/Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may include fees, limitations and restrictions which might impact your use of RDC/Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with RDC/Mobile Banking), you agree to be solely responsible for all

such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly with them and without involving us.

Any account accessed through this RDC/Mobile Banking service is also subject to the Account Agreements and Disclosures as amended from time to time. You should review the Account Disclosures carefully, as they may include transaction limitations and fees which might apply to your use of RDC/Mobile Banking. You may access the Account Disclosures at www.vbsfcu.org.

Remote Deposit Capture (RDC)

Deposits to your VBSFCU account may be made remotely using your device by submitting an image of the front and back of a check.

Eligible Items for Deposit through Remote Deposit Capture

You agree to submit only “checks” as defined in Federal Reserve Regulation CC. You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code.

Unacceptable Items for Deposit

Checks drawn on a foreign bank or not payable in U.S. dollars

Travelers checks or money orders

Checks payable to an individual not on the account

An item that contains evidence of alteration or suspected to be fraudulent

A check previously converted to a “substitute check”, as defined in Regulation CC

A stale dated, expired, or postdated item

Any item that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or for any other reason

Starter checks, credit card checks, Insurance checks, checks that require special authorization, and checks that require specific endorsement other than that described herein.

Cash or checks payable to Cash

Savings Bonds

Items written in anything other than black or blue ink.

VBSFCU reserves the right to refuse any item at our sole discretion.

Limits on Numbers of Items and Dollar Amounts Deposited Through Remote Deposit Capture

Deposits made through Remote Deposit Capture will be limited to 3 items per day and an aggregate total of \$5000.00.

Availability of Funds Deposited Through Remote Deposit Capture

Deposits made through Mobile Banking using the Remote Deposit Capture method will be subject to two (2) business day check holds.

We reserve the right to extend any hold for any reason we believe an item may not be paid.

Endorsement, Retention and Disposal of Transmitted Items

- You agree to properly endorse the check on the back as it appears on the Payable to line and the words **FOR VBSFCU REMOTE DEPOSIT ONLY** are required. We reserve the right to reject any item that is not properly endorsed.
- You agree to securely store each original check that you deposit using these services for a period of at least thirty (30) days. After thirty (30) days and no later than ninety (90) days after you transmit the original check, you can safely destroy the original check
- You agree to never re-present a check for deposit. Should you re-present a check for deposit you will be held liable to us for the second presentment.
- You understand and agree that you are responsible for any loss caused by your failure to secure the original checks
- You will promptly provide any retained check to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide us with the check requested, you will be liable for any unresolved claims by third parties.

Image Quality

Images of the checks deposited through Remote Deposit Capture must be of high quality. Images that are of poor quality, blurred, out of focus or unreadable in part or in whole cannot be processed. You are responsible for the quality of the image that you send. We are not responsible for any image that cannot be processed or any consequences or damages resulting from the item not being processed.

Notices

You agree to provide and maintain on file a valid email address. All notices of rejected items, accepted items or other necessary notifications will go to the email address you provide. Email addresses you have provided for other purposes may not be used unless your authorization is given. You agree to notify us of any change in your email address.

Fees Charged for Remote Deposit Capture

Currently, VBSFCU does not charge fees for subscribing to or using RDC. However, we may assess fees as described in the applicable product or Account Disclosure Statement or fee schedule. You are responsible for paying all fees and collections costs associated with returned items. We reserve the right to institute or change fees for RDC by sending you prior notice.

Responsibilities

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using RDC. You represent and agree that all information you provide to us in connection with RDC is accurate, current and complete, and that you have the right to provide such information to us. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Mobile Device you will use to access RDC. You understand that you are solely responsible to verify that items have been received by us.

Unavailability of Services

You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event any of the Services included in our Mobile Banking Services are unavailable, you acknowledge that you can deposit an original check at our branches by night drop, or by mail.

Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using RDC/Mobile Banking. You agree not to leave your Mobile Device unattended while logged into RDC/Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information or any other means to access RDC/Mobile Banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you or anyone else.

We make no representations that RDC/Mobile Banking will be available for use in locations outside of the United States.

Conduct

You agree not to use RDC/Mobile Banking or the content or information delivered through RDC/Mobile Banking in any way that would be considered illegal.

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless VBSFCU, its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the RDC/Mobile Banking Service; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of RDC/Mobile Banking.

Lost or Stolen Mobile Device or Password; Unauthorized Transfers

If you believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has accessed or may access your account without your authorization, contact us AT ONCE at (877) 482-7328 or (757) 463-3650. For a description of your and the Credit Union's responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your account's Account Agreement.

In Case of Errors or Questions about Your Account

Please refer to the current Account Agreement for a description of the error resolution process as well as how deposits are processed on your account. If you need a copy of the current agreement or have additional questions regarding RDC/Mobile Banking Services, please visit www.vbsfcu.org or contact a member service representative by using one of the following methods:

- Telephone us at: (877) 482-7328 or (757) 463-3650
- Write us using your secure email account available in SmartLink home banking
- Write us at: Virginia Beach Schools FCU, 3701 Bonney Rd., VA Beach, VA, 23452