



United Heritage
Credit Union

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Remote Deposit Services Disclosure and Agreement

Remote Deposit Services Disclosure and Agreement

This agreement contains the terms and conditions for the use of the United Heritage Credit Union Remote Deposit Service. In this Disclosure and Agreement, the words “you,” “your” or “user,” mean the accountholder and all parties to the account (owners or authorized signers) that applied for and/or uses any of the Remote Deposit Services (the “Services”) described in this Disclosure and Agreement. The words “United Heritage Credit Union,” “United Heritage,” “us,” “our,” and “we” mean United Heritage Credit Union. Your use of the Mobile Deposit Capture Services and your acceptance of the United Heritage Credit Union Membership and Account Agreement are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and the United Heritage Credit Union Membership Application and Agreement of Business Account Membership Application and Agreement, this Disclosure and Agreement will control.

Acceptance of Usage Terms

Your use of the Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. This agreement is subject to change. United Heritage Credit Union will notify you of any material change via email or on our website by providing a link to the revised agreement. Regardless of method of notice, your continued use of the services will indicate your acceptance of the revised Agreement. The acceptance of this Agreement and the use of the Service means you agree to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy for your records.

Services

This remote deposit service is designed to allow you to remotely deposit paper checks to your personal savings, checking or Money Market accounts with United Heritage Account (the “Account”) by electronically transmitting a digital image of the paper checks for deposit. You may use this Service only in accordance with this Agreement and your Account Agreement. In order to use this Service, you must obtain and maintain, at your expense, compatible hardware. We are not responsible for the functionality of maintenance of any third party hardware or software you may need to use the Service.

Receipt of Electronic Notices

We may choose to deliver notices regarding activity created by use of this service electronically through the UHCU Online Banking Service via a secure message or to your email address on file. By utilizing the Remote Deposit service you consent to receiving these notices electronically and agree to keep your email address and other contact information current at all times within the UHCU Online Banking Service.

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 United Heritage shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Texas. You agree that you will only use the services to deposit any checks or other items as described below:

- a) Each image of a check transmitted 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.
- b) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine and accurate.
- c) 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.
- d) Other than the digital image of an original check that you remotely deposit through our Services, there are no other duplicate images of the original check.
- e) 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.
- f) 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.
- g) You have not knowingly failed to communicate any material information to us.
- h) You have possession of each original check deposited using the Services and no party will submit the original check for payment.
- i) Files and image transmitted to United Heritage will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Eligible Accounts

All consumer savings, checking or Money Market accounts with United Heritage (the “Account”) are eligible for this Service except:

- a) Estate Accounts
- b) Choice Checking Accounts
- c) Non-Profit / Association Accounts
- d) Teen Checking (on an approval basis)

Ineligible Account Types

We may from time to time limit or prohibit the use of the Service for deposits to certain account types, at our sole discretion. Currently, we do not permit the Service to be used for deposits to the following accounts:

- a) Individual Retirement Accounts (IRAs)
- b) Individual Retirement Account Certificates (IRA CDs)
- c) Share/Savings Certificate Accounts
- d) Loans or loan payments

You are not permitted to use the Service to make payment on any outstanding loan with us.

Eligibility and Qualification

To qualify for this Service, you must meet eligibility criteria as dictated by us, including having all accounts in good standing. Eligibility for this Service is determined at the full and complete discretion of United Heritage and may be withdrawn at any time.

Limitations of Service

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can deposit your item within any restrictions placed therein, at a branch office location, at a shared branch, by night drop or by mail.

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 United Heritage harmless from any damages, liabilities, costs, expenses (including attorney's fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

Image Quality

The image of an item transmitted to United Heritage using the Services must be legible. Any image of a check must accurately and legibly provide all the information on the front and back of the check. The image quality for the checks 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. In the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a "substitute check" or 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. Our acceptance of your check(s) does not guarantee the check(s) will clear the payee's account. You understand that any amount credited to your Account for items deposited using the Services is provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the imaged check deposits.

Unacceptable Deposits

You agree that you will not use the Services to electronically deposit any checks of other items as shown below:

- a) Check or item payable to any person or entity other than you, unless joint account holders.
- b) Checks or items drawn or otherwise issued by you of any other person on you of your United Heritage Credit Union accounts of any United Heritage Credit Union account on which you are an authorized signer or joint account holder.
- c) Checks or items containing obvious alteration to any of the fields on the front of the check or item, of 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.

- d) Checks that are stamped with “non-negotiable” watermark.
- e) Checks or items previously converted to a substitute check, as defined in Reg CC.
- f) Checks or items drawn on a financial institution located outside the United States.
- g) Checks or items that are remotely created checks, as defined by Reg CC.
- h) Checks or items not payable in the United States currency.
- i) Checks or items dated more than 6 months prior to the date of deposit.
- j) Post-dated checks
- k) Savings-Bonds, Money Orders, Amex Gift-Cheques, or Travelers Checks.
- l) Checks that require authorization.
- m) State issued registered warrants.
- n) Any check or item purported to be a lottery of prize winning.
- o) Any check or item that is incomplete.

Required Endorsements and Procedures

You agree to endorse all items with your signature and print “For Mobile Deposit Only at UHCU” on all items. For example a proper endorsement would appear as follows:

s/John A Doe
For Mobile Deposit Only at UHCU

You agree to follow any and all other procedures and instructions for use of the Services as United Heritage may establish from time to time. You further agree that we may handle and process any check image you transmit to us through this Service in accordance with the terms of this Agreement notwithstanding any restrictive, qualified, or conditional endorsement you may apply to the check without our approval or direction.

United Heritage reserves the right to reject all items that are not endorsed as specified.

Receipt of Items and Rejection of Deposit

Items processed through this service may be posted immediately to your account with limited funds availability. We reserve the right to review, reject and reserve any item transmitted through the Service, at our discretion, without liability to you. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Deposit Limits

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

Provisional Credit and Availability of Funds

You agree that items transmitted using the Services are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after United Heritage receives payment for the funds deposited. United Heritage, in its sole discretion, may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with United Heritage, transaction and experience information, and such other facts as United Heritage deems relevant. United

Heritage, in its sole discretion, may modify funds availability, as it deems relevant. With respect to each item you send to United Heritage for deposit, you agree to indemnify and reimburse United Heritage for and hold United Heritage harmless from and against any and all losses, costs, and expenses.

Method of Presentment

The manner in which items are cleared, presented for payment, and collected shall be in United Heritage's sole discretion.

Items Returned Unpaid

A notice may be returned to you in the event items are returned unpaid. With respect to any item that you transmit for remote deposit that is credited to your Account, in the event such items are dishonored, you authorized United Heritage to debit the amount of such items from the Account.

Controls and Audit

You understand and agree to Accountholder's Warranties as described in this agreement. Furthermore, you agree to comply with the audit requirements of United Heritage Credit Union.

Retention and Disposal of Items

Upon receipt of confirmation from United Heritage 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. You agree to retain checks, or a sufficient copy of the front and back of these items, for a period of at least 30 days to agree to promptly provide these to United Heritage if requested in order to aid in the clearing and collection process, resolve claims by third parties with respect to any item, or support United Heritage audits.

Periodic Statements

Any remote deposits made through the Services will be reflected on your monthly account statement. You are required to notify United Heritage of any error relating to images transmitted using the Services by no later than 30 days after you receive the monthly periodic statement that includes any transaction alleged as erroneous. You are responsible for any errors that you fail to bring to our attention with such time period.

In Case of Errors

You agree to immediately notify United Heritage of any suspected errors regarding items deposited through the Services right away, and in no event no later than 60 days after the applicable United Heritage account statement is sent. We must hear from you no later than 60 days after we sent the first statement on which the problem appeared. Unless you notify us within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against United Heritage for such alleged error.

Limitation of Liability

You understand and agree that we will not be responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

Charges or Fees

While there are currently no fees related to the use of the Services, United Heritage, in its sole discretion, retains the right to assess a fee for this Service of for items processed through this Service at any time. 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 will be assessed a fee in the amount shown on United Heritage's current Fee Scheduled for a Returned Item (personal or other). If there are not sufficient funds in your account to cover the amounts of the returned item, the account will be overdrawn and you will be responsible for payment. You agree that United Heritage may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations or restrictions. You agree that you are solely responsible for all such fees, limitations and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at United Heritage, including but not limited to account servicing and collection purposes.

Warranties

You understand that United Heritage does 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 and non-infringement. United Heritage is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, including that of third parties or United Heritage's 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.

Security Requirements

To prevent unauthorized usage of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. By securing these devices, we specifically mean installing operating system patches, antivirus software, and firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Additionally, United Heritage may also request additional information from you.

Change in Terms

United Heritage reserves the right to change the terms and conditions of this Service or terminate this Agreement without notice at any time.

Termination of the Services

United Heritage reserves the right to terminate at any time the Services provided for in this Disclosure and Agreement. In the event of termination of the Services, you will remain liable for all transactions performed on your Account. United Heritage retains the right, at its sole discretion, to terminate Services without notice at any time.

Relationship to Other Disclosures

The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

Governing Law

You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Texas, notwithstanding any conflict-of-laws doctrines of such states of other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Texas. Venue for all legal action will be in court of competent jurisdiction in Austin, Travis County, Texas. Unauthorized uses of this Service is strictly prohibited.

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 Disclosure and 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 other party for any purpose whatsoever.

Accountholder's Indemnification Obligation

You understand and agree to indemnify to United Heritage and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees and expenses arising from use of the Services and/or breach of this Disclosure and Agreement. You agree to ensure you mobile device remains securely within your possession until the deposit has been completed or deleted. United Heritage is not responsible for any deposit information left on your mobile device and/or not transmitted or deleted from your mobile device. You understand and agree that this paragraph shall survive the termination of this Agreement.

Accountholder's Warranties

You warrant to United Heritage that:

- a) You will only transmit eligible items that are properly endorsed.
- b) Images will meet the image quality standards.
- c) 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 United Heritage.
- d) You will not transmit duplicate items.
- e) All information you provide to United Heritage is true and accurate.
- f) United Heritage will not sustain a loss because you have deposited an image.
- g) You will comply with this Agreement and all applicable rules, laws, and regulations.

h) Items you transmit do not contain viruses.

DISCLAIMER OF WARRANTIES

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY ACTUAL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OR PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OF THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF UNITED HERITAGE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.