



## MOBILE REMOTE DEPOSIT CAPTURE (RDC) SERVICES DISCLOSURE AND AGREEMENT

Mobile RDC is the service that allows members to deposit checks into eligible accounts from remote locations using their mobile device. To utilize Mobile RDC you must be enrolled in Emerald Credit Union's Online Services, and have the Emerald Credit Union Mobile App installed on your personal mobile device. By enrolling in this service you are accepting all the terms and conditions of this agreement.

**Use of Service.** Mobile RDC will not work unless it is used properly. You accept responsibility for making sure that you know how to use Mobile RDC. You agree to use this service in accordance with the instructions posted at [www.emeraldgu.com](http://www.emeraldgu.com). You also accept responsibility for making sure that you know how to properly use your mobile device. In the event that we change or upgrade Mobile RDC, you are responsible for making sure you upgrade the software on your personal mobile device. We will not be liable for any losses caused by your failure to properly use Mobile RDC or your personal mobile device.

**Other Agreements.** You agree that when you use Emerald Credit Union's Online Services, you remain subject to the terms and conditions of your existing Agreements with Emerald Credit Union except as expressly otherwise stated herein; and 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 provide for fees, limitations, and restrictions which might impact your use of Emerald Credit Union's Online Services (such as data usage or text messaging charges), and 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 without involving us.

Any account accessed through this service is also subject to the account agreements and disclosures provided at the time of account opening. You should review your disclosures carefully as they may include transaction limitations or fees which may apply to your use of Emerald Credit Union's Online Services.

**Hardware and Software.** In order to use the service you must maintain, at your own expense, compatible hardware and software as specified by the credit union. The Emerald Credit Union is not responsible for any third party software you may need to use the service. Any such software is accepted by you and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**Eligible Items.** Each image must provide all the information on the front and back of the original check as presented to you by the drawer, including, but not limited to information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), required identification written on the front of the original check, and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association, or the image may not be accepted. The image transmitted to Emerald Credit Union must be legible and contain images of the front and the back of the check. If we determine in our sole discretion that any image quality does not comply with the requirements as set forth above, we may choose not to accept the item, return it to you, and charge back your account. Any loss we or you incur from a delay or processing error resulting from a failure to meet these standards will be your responsibility.

You agree that you will not submit any of the following types of checks or other items which shall be considered ineligible items:

- Checks made payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing alterations on the front or any 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 is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks previously negotiated
- Duplicate items
- Checks previously converted to a substitute check, as defined in Regulation CC
- Checks drawn on a financial institution located outside of the United States and/or checks not payable in US Currency
- Checks that are remotely created, as defined in Regulation CC
- Checks marked non-negotiable
- Checks dated more than 6 months prior to the date of deposit
- Checks that are post dated
- Checks that require an authorization (ex: COMCHECKS)
- Savings bonds, money orders, travelers checks, or demand drafts
- Checks that are drawn on your account at Emerald Credit Union
- Checks made payable to “Cash”
- Checks that are incomplete
- Checks that are not properly endorsed, as described in this Agreement.
- Checks that are in violation of any federal or state law, rule, or regulation

**Endorsement Requirements.** You agree to endorse all items with your signature, account number and the words “**FOR MOBILE DEPOSIT ONLY.**” A check made payable to two or more payees must be endorsed by all payees, and all payees must be authorized owners of the account. If the check is made payable to you **OR** your joint owner, either of you may endorse the check. If the check is made payable to you **AND** your joint owner, both of you **MUST** endorse the check. Emerald Credit Union reserves the right to reject any item that is not properly endorsed.

**Receipt of Deposit.** We reserve the right to reject any item transmitted through Mobile RDC, at our discretion, without liability to us. 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 Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your account. We further reserve the right to charge back your account anytime, any item that we subsequently determine was not an eligible item. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Availability of Funds.** You agree that items transmitted using Mobile RDC are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. You understand that for the purpose of deposit using this service, the place of deposit is Garfield Heights, Ohio. In general, if an image of an item you transmit is received **AND ACCEPTED** before 3:30 p.m. EST, Monday through Friday, we will consider that the day of deposit. Otherwise, we will consider the deposit was made on the next business day that we are open. Generally, funds will be made available in 2 (two) business days from the date of deposit. The Credit Union may make such funds available sooner based on such factors as credit

worthiness, length, and extent of relationship with us, and such factors the Credit Union, in its sole discretion, deems relevant.

**Check Retention.** Once the Mobile RDC deposit has been credited to your account, you must securely store the original check for thirty (30) calendar days. After thirty (30) calendar days, you agree to destroy the original check by marking it "VOID" and disposing of it in a way that will prevent it from being represented for payment. From time to time we may request that you provide us the original check. You must make the original check available to us, at your expense, within ten (10) calendar days. If we do not receive the requested item within the time allotted, we reserve the right to reverse the deposit from your account.

**Deposit Limits.** In general, the amount you may deposit with Mobile RDC on any single business day is \$5,000.00, with a monthly maximum of \$20,000.00. This limit may be modified by us, from time to time. If you attempt to initiate a deposit in excess of this limit, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposits will be subject to the conditions of this Agreement, and we will not be obliged to allow such a deposit at other times.

**Disposal of Transmitted Items.** Upon your receipt of confirmation from us that we have received an image you have transmitted via Mobile RDC, you agree to retain the original check for at least thirty (30) calendar days from the date of the image transmission. After thirty (30) calendar days, you agree to destroy the original check that you transmitted as an image, mark it "VOID", and/or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Credit Union upon request.

**Errors.** You agree to notify Emerald Credit Union of any suspected errors regarding items deposited through the Mobile RDC right away, and in no event later than thirty (30) days after the applicable account statement is sent. Unless you notify Emerald Credit Union within thirty (30) days, such statement regarding all deposits made through Mobile RDC shall be deemed correct, and you are prohibited from bringing a claim against Emerald Credit Union for such alleged error.

You may notify us at:

Emerald Credit Union  
13201 Granger Road, Suite 9  
Garfield Heights, OH 44125  
216-581-5581  
800-867-8434

**Errors in Transmission.** By using Mobile RDC you accept the risk that an item may be intercepted or misdirected during transmission. Credit Union bears no liability to you or others for any such intercepted or misdirected items, or information disclosed through such errors.

**Acceptance of these Terms.** Your use of Mobile RDC constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via mail, e-mail, text message, or on our website by providing a link to the revised Agreement, or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use Mobile RDC after Emerald Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of Mobile RDC will indicate your consent to be bound by the revised Agreement. Further, Emerald Credit Union reserves the right, at its sole discretion, to change, modify, add, or remove portions of service from Mobile RDC.

**Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile RDC in your possession, and your records relating to such items and transmissions.

**Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use Mobile RDC for any unauthorized or illegal purposes, or you use Mobile RDC in a manner inconsistent with the terms of your Member Services Agreement or any other agreement with us.

**Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected, and shall continue to be valid and enforceable to the fullest extent as permitted by law.

**Ownership & License.** You agree that Emerald Credit Union retains all ownership and proprietary rights in Mobile RDC, associated content, technology, and website(s). Your use of Mobile RDC is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Mobile RDC. Without limiting the restriction of the foregoing, you may not use Mobile RDC (1) in any anti-competitive manner, (2) for any purpose which would be contrary to Emerald Credit Union's business interest, or (3) to Emerald Credit Union's actual or potential economic disadvantage in any aspect. You may use Mobile RDC only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content, and agree not to reverse engineer or reverse compile any of the technology used to provide Mobile RDC.

**Account Ownership/Accurate Information.** You represent that you are the legal owner of the Account(s) and other financial information which may be accessed via Emerald Credit Union's Online Services. You represent and agree that all information you provide to us in connection with Emerald Credit Union Online Services and any associated features and services is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using Mobile RDC. You agree not to misrepresent your identity. You represent that you are an authorized user of the mobile device you will use to access Emerald Credit Union's Online Services.

**User Security.** You agree to take precautions to ensure the safety, security, and integrity of your account and transactions while using Emerald Credit Union's Online Services. You agree not to leave your device unattended while logged in, and to immediately log off at the completion of each access by you. You agree not to provide your username, password, or other access information to any unauthorized person. If you permit other persons to use your device, login, or other means to access Emerald Credit Union's Online Services, you are fully and wholly responsible for any transactions they may authorize, and we will not be liable to you for any damages.

**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 non-infringement. We make no warranty that the services (1) will meet your requirements, (2) will be uninterrupted, timely, secure, or error-free, (3) the results that may be obtained from the service will be accurate or reliable, and (4) any errors in the services or technology will be corrected.

**LIMITATION OF LIABILITY.** You agree that we will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data, or other losses resulting from the use or 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 Emerald Credit Union has been informed of the possibility thereof.