

## REMOTE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words “I,” “me,” “my,” “us” and “our” mean the member that applied for and/or uses any of the Remote Deposit Capture (RDC) Services aka: Pepco Federal Credit Union Remote Deposit Capture (the “Services”) described in this Disclosure and Agreement. My Pepco Federal Credit Union Membership & Account Agreement is hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Pepco Federal Credit Union Membership & Account Agreement, this Disclosure and Agreement will control.

**Use of the Services.** Once my application is approved, I am authorized by Pepco Federal Credit Union to remotely deposit paper checks I receive to my account with Pepco Federal Credit Union (the “Account”) by electronically transmitting a digital image of the paper checks to Pepco Federal Credit Union for deposit using my internet accessible device. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements set forth in the System Requirements below. Upon receipt of the digital image, Pepco Federal Credit Union (or its assignee) will review the image for acceptability. I understand & agree that the receipt of an image does not occur until after the status in Deposit Check History is Pending. Pepco Federal Credit Union (Or its assignee) is not responsible for any image not received. Following receipt of the image, Pepco Federal Credit Union (or its assignee) may process the image by preparing a “substitute check” or clearing the item as an image.

Notwithstanding anything to the contrary, Pepco Federal Credit Union (or its assignee) reserves the sole right and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify Pepco Federal Credit Union (or its assignee) against any loss suffered because of accepting the remotely deposited check.

**System Requirements.** Supported Devices are listed in the Google Play and Apple App Store. Devices must have a camera with 2.0 or higher megapixel rating.

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

**Compliance with Law:** I agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations. I promise to indemnify and hold Pepco Federal Credit Union (or its assignee) 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 my Account and this Disclosure and Agreement.

**Check Requirements.** Any image of a check that I transmit to Pepco Federal Credit Union must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check with the restrictive endorsement “For Mobile Deposit Only Pepco Federal Credit Union” and my signature to endorse the check. For example, a proper endorsement would appear as follows:

**For Mobile Deposit Only  
Pepco Federal Credit Union**

*John A. Doe*

My endorsement will be in accordance with the payee name. The image of the check transmitted to Pepco Federal Credit Union (or its assignee) 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.

**Rejection of Deposit.** Pepco Federal Credit Union is not liable for any service or late charges levied against me due to Pepco Federal Credit Union's rejection of any item.

**Items Returned Unpaid.** A notice will be provided of transactions Pepco Federal Credit Union is unable to process because of returned items. With respect to any item that I transmit to Pepco Federal Credit Union for remote deposit that Pepco Federal Credit Union credits to my Account, in the event such item is dishonored, I authorize Pepco Federal Credit Union to debit the amount of such item from my Account(s), along with any applicable returned item fee. In all cases, I am responsible for any loss or overdraft in addition to any applicable fees charged to Pepco Federal Credit Union as a result of an item being returned.

**Email Address.** I agree to notify Pepco Federal Credit Union immediately if I change my email address, as this is the email address where Pepco Federal Credit Union will send me important notices or other information.

**Unavailability of Services.** I understand and agree that the Services may at times be temporarily unavailable due to Pepco Federal Credit Union's system maintenance or technical difficulties including those of the Internet Service Provider, third-party service provider, cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check(s) at Pepco Federal Credit Union branches, through the night drop, (Benning Road). ATM (Edison Place) or by mailing the original check(s) to Pepco Federal Credit Union at: 701 Ninth St. NW, Washington DC 20068. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by Pepco Federal Credit Union.

**General Policy.** Services are available to members in good standing who meet qualifications set forth by Pepco Federal Credit Union. Eligibility is monitored on a daily basis for the Services. Access to Services can be authorized, restricted or discontinued at Pepco Federal Credit Union's discretion. I must have an active account in good standing with Pepco Federal Credit Union as one of the qualifications for the Services.

**Funds Availability.** I understand and agree that for purposes of deposits made using the Services, the place of deposit is Washington, DC. The status of submitted items is listed in the Deposit Check History as Pending or Accepted.

- Pending items received ON or BEFORE 3:00 PM Eastern on a business day will be reviewed for acceptance and will be credited to your account by 8:00 PM Eastern and available on the next business day.
- Pending items received AFTER 3:00 PM Eastern on a business day will be reviewed the next business day for acceptance.
- Pending items received on federal holidays or days that are not our business days will be reviewed the next business day for acceptance.

A longer delay in crediting your account may take place if Pepco Federal Credit Union deems the delay is warranted (collectability or legitimacy questions, etc.) You will be notified should longer delays apply. For purposes of the Services, Business Days do not include Saturdays, Sundays or Federal Holidays. Pepco Federal Credit Union is not liable for any fees associated with funds not being made immediately available on deposits. Current available balances can be viewed using Pepco Federal Credit Union's Online Banking or Mobile Banking services.

### **Acceptance of Deposits**

Pepco Federal Credit Union reserves the right to hold or reject remote deposits for any of the following reasons:

- The item is listed in the Unacceptable Deposit Item section of this Disclosure and Agreement;
- Account has been repeatedly overdrawn in the last 6 months;
- Deposits total more than Deposit Limits as stated in this Disclosure and Agreement;
- Check payable to two payees, only has one endorsement;

- Routing and transit number missing or illegible;
- Any reasonable cause to believe that the item is counterfeit, has been altered, or tampered with.
- Pepco Federal Credit Union has reason to doubt collectability.

**Deposit Limits.** I understand and agree that for purposes of deposits made using the Services, the deposit limits are determined on a case-by-case basis.

- Daily Deposit Limit – The maximum dollar amount permitted for a business day is \$2,500.
- Per Check Deposit Limit – The maximum dollar amount permitted for a business day is \$1,000.

**Internal Controls.** I understand and agree to adhere to the internal controls as described within this Disclosure and Agreement.

**Accountholder's Warranties.** I make the following warranties and representations with respect to each image of an original check I transmit to Pepco Federal Credit Union utilizing the Services:

- 1) Each image of a check transmitted to Pepco Federal Credit Union 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) I 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.
- 4) Other than the digital image of an original check that I remotely deposit through Pepco Federal Credit Union Services, there are no other duplicate images of the original check.
- 5) I 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.
- 6) I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 7) The information I provided at account opening remains true and correct and, in the event any such information changes, I will immediately notify Pepco Federal Credit Union of the change.
- 8) I have not knowingly failed to communicate any material information to Pepco Federal Credit Union.
- 9) I have possession of each original check deposited using the Services and no party will submit the original check for payment.
- 10) Files and images transmitted to Pepco Federal Credit Union will contain no viruses or any other disabling features (i.e., Malware and Spyware) that may have an adverse impact on Pepco Federal Credit Union's network, data, or related systems.

**Storage of Original Check(s).** I agree to securely store each original check that I deposit using the Services for a period of ninety (90) days after transmission to Pepco Federal Credit Union. After such period expires, I will destroy the original check in a proper manner (i.e., cross shredding). I understand and agree that I am responsible for any loss caused by my failure to properly secure or destroy the original check(s).

**Securing Images on Mobile Devices.** When using the Services, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I

agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my device remains securely in my possession until the deposit has been completed or canceled.

**Accountholder's Indemnification Obligation.** I understand and agree that I am required to indemnify Pepco Federal Credit Union and hold it harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from: (a) my failure to abide by or perform any obligation imposed upon me under this Agreement, (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence by me; (c) the actions, omissions or commissions by me; and (d) any transmission or instruction, whether or not authorized, acted upon by Pepco Federal Credit Union in good faith. By my use of the Services and/or breach of this Disclosure and Agreement, I understand and agree that this paragraph shall survive the termination of this Disclosure and Agreement.

**Limitation of Liability.** I understand and agree that Pepco Federal Credit Union is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my negligence or breach of this Disclosure and Agreement.

**Force Majeure.** Pepco Federal Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of, or failure to perform its responsibilities hereunder due to causes beyond Pepco Federal Credit Union's reasonable control.

**In Case of Errors.** Any remote deposits made through the Services will be reflected on my account statement. In the event that I believe there has been an error with respect to any original check or image thereof transmitted to Pepco Federal Credit Union for deposit or a breach of this Disclosure and Agreement, I will immediately contact Pepco Federal Credit Union regarding such error or breach as set forth in the Pepco Federal Credit Union Electronic Funds Transfer Agreement and Disclosure, Billing Errors Notice which accompanies this Disclosure and Agreement.

If you think there is an error, write to us at:

Pepco Federal Credit Union  
701 Ninth St. NW  
Washington, DC 20068

You may also contact us:

[www.Pepcofcu.org](http://www.Pepcofcu.org)  
Fax: (202) 872-3262  
Phone: (202) 872-7970  
Mobile: (202) 669-9184 (703) 517-2195

**Charges for Use of the Services.** All charges that may be associated with the Services are disclosed in Pepco Federal Credit Union's current Fee Schedule. It is available on Pepco Federal Credit Union's website at: [www.Pepcofcu.org](http://www.Pepcofcu.org), on request, and is incorporated to this Disclosure and Agreement.

**Warranties.** I UNDERSTAND THAT PEPCO FEDERAL CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE, INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PEPCO FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR PEPCO FEDERAL CREDIT UNION'S USE OF ANY OF THEM. PEPCO FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY DEVICES, SOFTWARE, OTHER EQUIPMENT OR NEGLIGENCE.

**Change in Terms.** Pepco Federal Credit Union may change the terms, conditions and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing or other acceptable means and may amend, modify, add to or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by Pepco Federal Credit Union constitutes my acceptance of the change.

**Termination of the Services.** I may by written request, terminate the Services provided for in this Disclosure and Agreement. Pepco Federal Credit Union reserves the right to terminate my use of the Services at any time. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

**Relationship to Other Disclosures.** The information in this Disclosure and Agreement applies only to the Services described herein. Provisions in other disclosure documents, may be revised from time to time, remain effective for all other aspects of the Account.

**Governing Law.** I 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 laws of the District of Columbia, without regard to its conflicts of Law Provisions and to the extent that District of Columbia Law is not inconsistent with controlling Federal Law. I also agree to submit to the personal jurisdiction of the courts of the District of Columbia.

**Limitations on Frequency and Dollar Amount.** I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by Pepco Federal Credit Union.

**Unacceptable Deposit Items.** I understand and agree that I am not permitted to deposit the following items using the Services:

- 1) Any item drawn on my Pepco Federal Credit Union account.
- 2) Any item that is stamped as "non-negotiable"
- 3) Any item that contains evidence of alteration to the original information on the check.
- 4) Any item issued by a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is "postdated" or "stale dated" (older than 6 months of date on check(s)).
- 7) Any item that exceeds the limits (daily or otherwise) as set forth in this Disclosure and Agreement.
- 8) Travelers Check.
- 9) Third-party Check.
- 10) Savings Bonds.
- 11) Any item previously deposited and returned unpaid.
- 12) 401k Checks
- 13) Retirement Funds
- 14) Insurance Claim Checks

**Confidentiality.** I acknowledge and agree that confidential data relating to Pepco Federal Credit Union's Services, marketing, strategies, business operations and business systems (collectively "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of this 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 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 the other party for any purpose whatsoever.

**Member Name:**

**Account Number (last 4 digits only)**

**Contact Phone (mobile preferred):**

**Email:**

**Signature/Date:**