

## **NASA Federal Credit Union Remote Deposit Service Terms and Conditions.**

Remote Deposit Service requires separate enrollment and approval. If you enroll in Remote Deposit Service and are approved as a Remote Deposit Service user, the following terms apply. By using Remote Deposit Service via Mobile Web, Mobile App, and/or through Mobile Banking, you agree to the following terms.:

**Remote Check Deposit.** We will provide the Remote Deposit Service that permits you to submit electronic check images and associated information ("Check Images") to us via a TWAIN compliant scanner from your desktop or laptop computer ("Scanner") or an approved mobile device ("Mobile Device") for deposit to your account(s) in lieu of certain original checks ("Original Checks"). The Remote Deposit Service is only available if you enroll for it separately and you are enrolled in our Online Banking electronic banking services (to use a Mobile Device with Remote Deposit Service, you also must enroll in Mobile Banking). In providing the Remote Deposit Service, we may utilize and rely upon one or more third party service providers to provide file acknowledgement, file transmission, database storage, database access, data communications and other services to the Credit Union. The Credit Union may change the service provider at any time. You waive any and all rights or recourse, directly or indirectly, against any service provider. You may submit Check Image deposits to us or our service provider only with respect to Original Checks that are acceptable for deposit to your account(s) and as further described in this Agreement. Check Image deposits are subject to all provisions of the account agreements between you and us that apply to check deposits. The total amount of Check Images we will accept on any one (1) day cannot exceed the amount set forth on the Remote Deposit Service home page. This amount may be modified by us from time to time without any prior notice to you. Notwithstanding the foregoing, we may choose in our sole discretion to process Check Images that exceed this limit.

**Software Application.** The Remote Deposit Service includes the Software Application("Application"). The Application resides on servers located at the Credit Union's service provider, and is made available to Credit Union members by means of the Internet. We grant you a limited, non-exclusive, and non-assignable right and license to have access to, and use of, the Application in accordance with the terms of this Agreement. Upon our acceptance of this Agreement, we will provide you with login access to the Application. The Application may be used solely in connection with the Remote Deposit Service and may not be used by you for any other reason. You may not grant any sublicenses to the Application. You agree that you will not(i)modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Application, (ii) copy or reproduce all or any part of the technology or Application, or (iii) interfere, or attempt to interfere with the technology or Application. The Application does not include various third party operating systems and applications that will be required to use the Application. You will be solely responsible for such third party software. You acknowledge that the Application contains trade secrets and other proprietary and confidential information, whether or not the Application contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Application. You (a) will not print, copy, or duplicate any portion of the Application, (b) will not alter any copyright notices on the Application, (c) will not make the Application available in any form to anyone except your employees and agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Application to inform them of the confidential nature thereof and to obtain their compliance with the terms herein, (e) only will use the Application for your internal business use or personal use and not for the benefit of any other person or entity, and (f) will comply with all Credit Union procedures and requirements for use of the Application. These provisions will survive termination of this Agreement.

**Equipment and System Requirements.** At your sole expense, you must acquire a Scanner, Mobile Device and all other equipment, computer software and telecommunication services necessary for the Remote Deposit Service, furnish necessary electrical connections and surge protection to the equipment, and supply necessary electrical current for the operation of the equipment. Your Scanner or Mobile Device must be compatible with the Remote Deposit Service. Detailed descriptions of the types of equipment, devices and software compatible with the Remote Deposit Service are listed at [nasafcu.com/remotedeposit](http://nasafcu.com/remotedeposit). You will arrange with established telecommunication companies for the transmission of data between you and the Credit Union, and we will have no responsibility with respect to such companies or their services.

**Check Image Requirements.** You will submit Check Images to the Credit Union in such format, with such information, as we may require from time to time. Without limiting the foregoing, you agree that:

- Check Images only may be submitted for Original Checks payable to you and drawn on financial institutions located in the United States. Exception items must be deposited in person at a branch location.
- A Check Image may not be submitted for an Original Check drawn from the same account into which you are depositing the Check Image.

- Check Images may not be submitted for “substitute checks” as defined by federal law.
- Only one Check Image may be submitted for each Original Check.
- Check Images may not be submitted for any Original Check that: is stamped with a “nonnegotiable” watermark; contains evidence of alteration to the information on the Original Check; is incomplete; is “stale dated” or “post-dated,” or that has been returned not payable as a result of insufficient funds, stop payment or other reasons.
- Prior to imaging, you will properly endorse each Original Check with the following: your name (i.e., signature); date of deposit (mm/dd/yy), and the words “NASA FCU for deposit via Remote Deposit only.”
- Before transmitting a Check Image to the Credit Union, you will (i) inspect the Check Image, (ii) compare the Original Check with the Check Image, (iii) verify that the Check Image clearly and accurately displays the payee, the drawer’s signature, the date, the Original Check number, the amount, the MICR encoded information and all other information on the Original Check, and (iv) correct any errors.

**Service Availability.** Generally, the Remote Deposit Service may be used 7 days a week, 24 hours a day (the “Service Hours”), provided, however, that Check Images only will be posted to your account as provided below in the “Acceptance and Rejection of Check Images” section. Access to the Remote Deposit Service may be unavailable on a regular basis for maintenance. Credit Union will use commercially reasonable efforts to cause the Remote Deposit Service to be accessible to you during the Service Hours, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by, Credit Union, including, but not limited to, any Force Majeure Event as described in the “Force Majeure” section in our Online Banking Online Banking Service Agreement. In the event of any interruption or failure of the Remote Deposit Service during Service Hours, other than as permitted herein, you will promptly notify the Credit Union by contacting us as provided in the “Notices” section in our Online Banking Online Banking Service Agreement. In the event that the Services are unavailable, you acknowledge that you can deposit an Original Check at our branches or through our ATMs or by mailing the Original Check to the Credit Union: NASA Federal Credit Union, P.O. Box 1588, Bowie, MD 20717- 1588.

**Acceptance and Rejection of Check Images.** Check Images are generally posted to your account the same day we accept them for deposit to your account (but we may delay posting in certain circumstances). A Check Image is accepted by us for deposit to your account when the Check Image transaction appears as “deposited” in your Deposit History in our Online Banking electronic banking services. You are responsible to determine whether a Check Image has been accepted by us and deposited to your account by checking your Deposit History. We are not required to send you notice of acceptance. If a Check Image has a status of “pending,” “submitted,” or “held for review” in your Deposit History, the Check Image has not been accepted by us for deposit to your account. In our sole discretion, we may reject any Check Image. You agree that Check Images transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Availability of funds may vary and you may view availability timing for mobile deposits online. When we delay the availability of a deposit, the length of the delay is determined by counting the business days from the date of your deposit. For the purpose of this service, every day is a business day, except Saturday, Sunday, Federal and Credit Union Holidays

We reserve the right to impose limits on the amounts or the number of deposits you transmit using the Services, and to modify such limits from time to time without any prior notice to you.

**Retention and Disposal of Original Checks.** After we accept a Check Image for deposit, you will mark each Original Check “processed.” You will retain each Original Check in a secure location for 45 days or for any longer period of time during which any dispute concerning such Original Check may exist (or for any longer period we notify you of). Upon our request at anytime or from time to time, you will deliver to us within one day all Original Checks in your possession. You will be responsible if any person receives presentment or return of, or otherwise is charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make a payment based on an Original Check that it already has paid. To reduce the risk of a second presentment, you will use a commercially reasonable method (e.g., shredding) to destroy Original Checks promptly after your retention period has expired (subject to your obligation to retain an Original Check for any longer period of time during which any dispute concerning such Original Check may exist, or for any longer period we notify you of). You acknowledge that the Check Image thereafter will be the sole evidence of the Original Check. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of Original Checks.

**Duplicate Presentment Return Checks and Corrections.** You acknowledge that if Check Images are dishonored and returned unpaid for any reason, including but not limited to duplicate presentment, we may charge back the Check Image to your account. We may correct the amount of any deposit by debiting or crediting your account(s) within a reasonable time after discovery of an error. Applicable fees will apply. Please refer to our Schedule of Fees.

You will cooperate with us to investigate unusual transactions or poor quality transmissions. An image of a check submitted for deposit to the Credit Union using the Services must be legible, as determined in the sole discretion of the Credit Union. Without limiting the foregoing, the image quality of the check must comply with the requirements established by the American National Standards Institute/ANSI, the Board of Governors of the Federal Reserve Board and any other regulatory agencies, clearing house or associations. You agree that we will not be liable for any damages resulting from a check's poor image quality including those related to rejection for any reason it may be, or the delayed or improper crediting of a check as a result of the inaccurate information supplied by you regarding the check. All Check Images must meet any other requirements that we impose.

**Your Representations Warranties and Covenants.** You warrant that you will only transmit Check Images that are acceptable for deposit and that you have handled the Original Checks in accordance with applicable laws, rules and regulations. **For Consumer Accounts:** you represent that you have duly executed and delivered this Agreement. **For Business Accounts:** you represent that you have taken all necessary action to authorize the execution, delivery and performance of this Agreement. For both **Consumer Accounts** and **Business Accounts:** with respect to each Check Image, you represent, warrant and agree that:

- Each Check Image 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 Original Check has no defense against payment of the Original Check;
- The person on whose account the Original Check is drawn authorized the issuance of the Original Check in the amount stated on the Original Check and to the payee stated on the Original Check;
- You are authorized to enforce each Original Check or are authorized to obtain payment of each Original Check on behalf of a person entitled to enforce such Original Check;
- You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the Original Check, or a paper or electronic representation of the Original Check) such that the person will be asked to make payment based on an item it has already paid; and
- You make to the Credit Union all representations and warranties that the Credit Union makes or is deemed to make to any party pursuant to law, regulation or clearinghouse rule, including, without limitation, all warranties as defined in the Check Clearing for the 21st Century Act made by the Reconverting and Truncating Credit Union.

**Privacy and Security.** Any security procedures required in connection with the Remote Deposit Service are strictly confidential. You will ensure the safety and integrity of deposited items from the time of receipt until the time of destruction of the Original Checks. You will take reasonable measures to safeguard your computer systems or Mobile Devices. At our request, you will perform a security assessment and/or review with Credit Union. If warranted in Credit Union's reasonable judgment, Credit Union reserves the right to monitor you, and you agree to cooperate with Credit Union to permit such monitoring, to confirm that you have satisfied your obligations. You are responsible for keeping all users' names and passwords secret and confidential, and for any communications or transactions that are made using your user names and passwords and any other obligation which may result from such use. You are responsible for requesting a new user name and password if you believe that any of your user names or passwords have been stolen or might otherwise be misused. You shall take appropriate actions to address incidents of unauthorized access to information concerning Original Checks and Check Images maintained by you, including notifying Credit Union as soon as possible of any such incident and fully informing Credit Union of the details of any such incident. You will report any breach of confidentiality promptly to Credit Union. See the "Notices" section of our Online Banking Online Banking Service Agreement.

**Securing Images on Mobile Devices.** Check Images captured using your Mobile Device are stored on the Mobile Device only until the associated deposit has been successfully transmitted to us. You agree to promptly complete each transmission. In the event that you are unable to promptly complete the transmission, you will ensure that your Mobile Device remains securely in your possession until the transmission has been completed or delete the Check Image from the Mobile Device.

**Fees.** You agree to pay for Remote Deposit Services in accordance with our current Schedule of Fees, as amended from time to time (see the "Fees" section in our Online Banking Online Banking Service Agreement).

**Business Accounts.** The following additional terms and conditions apply to Remote Deposit Service provided to members holding Business Account(s):

- You will limit access to the Remote Deposit Service and the Original Checks to your employees involved in the submission of Check Images to the Credit Union. You will ensure that none of these employees are a national of a designated blocked country or “Specially Designated National,” “Blocked Entity,” “Specially Designated Terrorist,” “Specially Designated Narcotics Trafficker,” or “Foreign Terrorist Organization” as defined by the United States Office of Foreign Assets Control. Information that will help you make this determination is located at <http://www.treas.gov/offices/enforcement/ofac/>. Security procedures required in connection with the Remote Deposit Service will be disclosed only to those of your employees and agents who are required to know them.
- You will adhere to all privacy and data protection laws and regulations applicable to you and/or the Credit Union with respect to gathering, processing, storing, using and disposing of non-public personal information of consumers. Your information security program shall be designed to and implemented so as to ensure the security and confidentiality of such information, protect against any anticipated threats or hazards to the security or integrity of such information, protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer, and ensure the proper disposal of such information.
- You agree from time to time, upon our request, to provide the Credit Union with current financial statements showing your financial condition, assets, liabilities and stockholder's equity and your current income and surplus and such other information regarding your financial condition, your business and your employees as we may reasonably request. We may monitor your compliance with this Agreement and you will cooperate with us. You agree to make your staff available for reasonable training at Credit Union’s request. You will tell us immediately of any change of your address or any adverse change to your financial condition.