



**SOUTH CAROLINA
FEDERAL**
CREDIT UNION

**SOUTH CAROLINA FEDERAL CREDIT UNION
REMOTE DEPOSIT SERVICES AGREEMENT**

Remote Deposit is designed to allow you to make deposits of checks (“original checks”) to your accounts from home or other remote locations by capturing an image of the original checks and delivering the digital images and associated deposit information (“images”) to us or our processor with your Mobile Device. After you login to Mobile Banking through our Mobile App, you may apply for Mobile Deposit.

My Application for use of the Remote Deposit Capture Services, your notification of approval of my application, and South Carolina Federal’s agreements and disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements (now or in the future) that govern any of your accounts at South Carolina Federal. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the Account Agreement, this Disclosure and Agreement will control.

Contact Information. You agree to notify us immediately of any change in your contact information including address, telephone number, email address, etc.

Limits. You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by us. The details of these limits will be sent to you via email from South Carolina Federal at the time your registration is approved.

Eligible items. You agree to scan and deposit only checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use Remote Deposit to deposit:

- Any item drawn on my account or my affiliate’s account.
- Any item that is stamped with a “non-negotiable” watermark.
- Any item that contains evidence of alteration to the information on the check or that you know or suspect is a forged or fraudulent item.
- Any item issued by a financial institution in a foreign country.
- Any item that is incomplete.
- Any item that is “stale dated” (more than six months old) or “post dated.”

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P.O. Box 190012, N. Charleston, SC 29419-9012, Tel: 843-797-8300, Toll Free: 800-845-0432

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- Savings Bonds, travelers checks, money orders, or postal money orders.
- Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.
- An item previously deposited whether as an original item, substitute check or image replacement document, without the Credit Union's express written consent;
- A Remotely Created Check (Substitute Check) as that term is defined in Regulation CC,

Requirements. Each image provided must accurately and legibly provide, among other things, the following information: The amount of the Item; The payee of the item; The signature of the drawer of the Item; The date of the Item; The number of the Item; The information identifying the drawer and the paying financial institution that is preprinted on the Item, including the MICR line containing the ABA routing and transit number, the number of the account on which the Item is drawn, when encoded, the amount of the Item, and when encoded, the serial number and process control field of the Item; and 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 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.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. A check payable to two payees must be endorsed by both payees. Your endorsement must include the date, signature(s), your South Carolina Federal account number and "VIA REMOTE DEPOSIT." Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

Receipt of Deposit. All images processed for deposit through Remote Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

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We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original checks. Once your check image has been credited to your account, you must mark the original check as "VOID" and retain the check for sixty (60) days. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. During this 60-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original paper check available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your account, regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees. Immediately after this 60-day period, you must destroy the original paper check. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to your account for checks deposited using Remote Deposit is provisional. If original checks deposited through Remote Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image 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.

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- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- 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 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 that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use Remote Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. 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.

Remote Deposit Unavailability. Remote Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. South Carolina Federal is not liable and has no responsibility of any kind for any loss or damage thereby incurred by you due to unavailability of service. In the event that Remote Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to: P.O. Box 190012, N. Charleston, SC 29419-9012.

Funds Availability. We generally apply the Funds Availability Schedule set forth in the Funds Availability Policy Disclosure located in the Account Agreement to check images received through Remote Deposit as if we had received the original paper check. However, we may delay availability of funds from any deposit you make through Remote Deposit at any time in our sole discretion, including due to any concern we may have regarding our ability to collect based upon any check image that you present.

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Remote Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone and with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Remote Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation. You agree to indemnify, defend and hold South Carolina Federal harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys' fees) or other loss that arises from or relates to your use of Remote Deposit or your breach of the representations, warranties or covenants set forth in this Agreement, including without limitation your attempt to duplicate the presentation of a check image via presentation of the original check or an image or substitute check derived from the original check and any liability that South Carolina Federal may incur for processing an image or substitute check rather than the original paper check.

South Carolina Federal is not obligated to but may in its sole discretion notify you of any items not acceptable for deposit via Remote Deposit. You agree that if you wish to attempt to deposit any such item to any of your accounts with South Carolina Federal, you shall only do so by depositing the original item. You acknowledge and agree that even if South Carolina Federal does not initially identify an electronic image as an unacceptable item, the substitute check created by South Carolina Federal therefore may nevertheless be returned because,

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among other reasons, the electronic image is deemed illegible by a paying bank. South Carolina Federal's failure to identify any such item shall not preclude or limit your obligation to the Credit Union. You understand and agree that these paragraphs shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Intuit, Inc. (Intuit) and Vertifi Software, LLC (Vertifi), and hold harmless Intuit, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Vertifi or Intuit Applications, unless such claim directly results from an action or omission made by Intuit or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE 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 ANY REMOTE BANKING SERVICE, 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 ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE 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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

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Change in Terms. We may change, modify, add or remove all or portions from Electronic Check Deposit at any time, with or without notice to you. We may suspend or terminate your use of Remote Deposit at any time and without prior notice to you.

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