

MOBILE BANKING/REMOTE DEPOSIT CAPTURE DISCLOSURE

A. Remote Deposit Capture (RDC) Services: RDC allows you to deposit checks to your JFFCU accounts from home or other remote locations by electronically transmitting a digital image of your paper checks to JFFCU in accordance with this Agreement. Simply endorse the check. We will review the image to ensure it meets image quality standards for the deposit and collection of the check.

B. Our Acceptance of Deposits: You agree to restrictively endorse any item transmitted through the Services as “**Signature, For JFFCU eDeposit only, Account #,**” or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time.

You agree that we may, in our sole discretion, refuse to accept any deposit made through RDC. In the event such a rejection you may physically deposit the check. You further agree that even if we do accept the check we may later request that you provide us with the original check for any reason. Our acceptance of the check does not limit your liability to us and any amount credited to your account through such a deposit is provisional credit and must be repaid by you if the check returns unpaid for any reason.

You agree to provide us with the original check upon request so long as such request is made within the time periods for retention specified in Section E below “Check Retention and Destruction.” In the event you fail to comply with our request, you agree to be liable for any loss arising from your failure.

C. Deposited Checks and Image Quality: You agree to deposit a check, whether through RDC or in-person, only once. You will be liable for any duplicate deposits that result in funds being debited more than once from the account of the maker. Should you or any other third-party attempt to deposit a check in violation of this section you agree to defend, indemnify and hold us harmless from and against any and all costs, damages and losses resulting or arising from the duplicate deposit.

All deposited checks must accurately and legibly provide all the information on the front and back of the check at the time of presentment to you by the drawer. Our processing agent will ensure that the image quality of your deposited checks meets our minimum standards for substitute checks to comply with the Check Clearing for the 21st Century Act and Regulation CC. We reserve the right to deny remotely deposited checks when such do not meet our minimum image quality standards. Image quality is important for presentment and clearing. You agree that we may determine the manner in which checks are cleared or presented for payment. We reserve the right to choose the agents through whom we clear items and you agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which we are a party.

You understand that we have no obligation to review any deposited check for accuracy, legibility or for any other purpose. However, we may adjust information associated with the check to facilitate processing.

D. Limitations, Funds Availability and Transmission Time-frames: You may be subject to transaction limitations through RDC.

Checks deposited through RDC are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using RDC will be available after we receive payment for the funds submitted. We may make such funds available sooner based on factors such as credit worthiness, the length and extent of your relationship with us, transaction and experience information and such other factors as we, in our sole discretion, deem relevant.

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

E. Deposited Checks and Image Quality: Once a check has been deposited you agree to maintain the check in a secure location for a period of at least forty-five (45) days. It is recommended that you prominently mark the check as “Deposited Electronically on Date” or some similar phrase. After deposit and the forty-five (45) day retention period you agree to destroy the check within thirty (30) days after the retention period ends. You agree to destroy the check such that they are no longer readable or capable of being reconstructed. You will be liable for any loss caused by your failure to secure the original check or adequately destroy it.

F. Prohibited Items for Deposit through RDC: It is impermissible and grounds for termination of your Electronic Banking Services for you to deposit or attempt to deposit any of the following through RDC:

- Any check that is made payable to another party even if it is later endorsed to you by such party.
- Any check that is prohibited by, or received in violation of, any law, rule or regulation.
- Any check drawn on or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Any check that contains evidence of alternation to the information on the check.
- Any check previously cashed or deposited.
- Any check issued to you by a financial institution in a foreign country.
- A “remotely created check.”
- Any check that is stale-dated, expired or post-dated.
- Any check that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.
- Any check that is incomplete.
- Any check that, in our sole discretion, contains any irregularities.
- Items other than checks such as, but not limited to, cash and savings bonds.

Any impermissible deposit will immediately be reversed and thereby result in the reduction of your account balance (including the possibility of taking your account into the negative).

Additionally, you agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code.

G. Unpaid Checks: Should a check return unpaid for any reason for which we have credited your account, with provisional credit, you agree and authorize us to debit the amount of such check from any of your JFFCU accounts, including any applicable fees.

You agree that we may hold funds in any of your JFFCU accounts following the termination of this Agreement for a reasonable time in order to assure that no check will return unpaid or otherwise result in any associated costs, damages or losses.

H. Hardware and Software: In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. We are not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is 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 or installation.

I. Errors: You agree to notify us of any suspected errors regarding items deposited through the Services right away, and in no event later than sixty (60) days after the applicable account statement is sent. Unless you notify us within sixty (60) days, such statement regarding all deposits made through the Services shall be deemed correct and you

are prohibited from bringing a claim for such alleged error.

J. User Warranties and Indemnification: You warrant that:

- You will only transmit acceptable items for deposit and have handled original items in accordance with applicable laws, rules and regulations.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to us is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- Each image of a check 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 check has no defense against payment of the check.
- You will not deposit or otherwise endorse to a third party the original item and no person will receive a transfer, presentment or return of, or otherwise be charged for the items (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.

You agree to indemnify and hold us harmless from any loss for breach of this warranty provision.

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 THESE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE WILL 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 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 JEFFERSON FINANCIAL FEDERAL CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.