

**Remote Deposit Capture User Agreement (“Agreement”):**

This Agreement contains the terms and conditions for the use of the remote deposit capture service that Bulldog Federal Credit Union (“BFCU”, “us”, or “we”) may provide you (“you” or “User”). Other agreements you have entered into with BFCU are incorporated by reference and made a part of this Agreement.

- 1. Services.** The remote deposit capture service (“Service”) is designed to allow you to make deposits into your checking or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to BFCU or BFCU’s designated processor. There is currently no charge for the Service.
- 2. Acceptance of these Terms.** Your use of the Service 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 e-mail or on our website(s) by providing a link to the revised Agreement. Further, BFCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.
- 3. Limitations of Service.** When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.
- 4. Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to BFCU shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Maryland. You agree that you will not use the Service to scan and deposit any checks or other items as shown below:
  - a. Checks or items payable to any person or entity other than you.
  - b. Checks or items that exceed \$5000.
  - c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or 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 or item is drawn.
  - d. Checks or items previously converted to a substitute check, as defined in Reg CC.
  - e. Checks or items that are remotely created checks, as defined in Reg CC.
  - f. Checks or items drawn on a financial institution located outside of the United States.
  - g. Checks or items not payable in United States currency.
  - h. Checks or items dated more than 6 months prior to the date of deposit.
  - i. Checks or items prohibited by BFCU’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your BFCU account.
- 5. Image Quality.** The image of an item transmitted to BFCU using the Service must be legible and contain images of the front and back of the checks scanned and remotely deposited. Each image of each check shall be of such quality that the following information can clearly be read and understood by sight review of the image: amount of the check, payee of the check, signature of the drawer of the check, date of the check, check number, information identifying the drawer and the paying institution that is preprinted on the check, including the MICR line, all other

information placed on the check prior to the time an images is captured, such as an required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the items must comply with the requirements established from time to time by ANSI, The Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

- 6. Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "For deposit only, BFCU account # \_\_\_\_\_ VIA RDC" or as otherwise instructed by BFCU. You agree to follow any and all other procedures and instructions for use of the Service as BFCU may establish from time to time.
- 7. Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. Upon receipt of a file, BFCU may examine the file and the images and all other information contained therein to ensure that the member has complied with this Agreement and followed the procedures. If BFCU determines that the member has not complied with the Agreement or followed procedures or if errors exist in the images or other information contained in the file BFCU, in its sole discretion, may either reject the file or elect to correct the error and accept and process the corrected file. 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 BFCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
- 8. Availability of Funds.** You agree that items transmitted using the Service are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after BFCU receives payment for the funds submitted. BFCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as BFCU, in its sole discretion, deems relevant.
- 9. Retention and Disposal of Transmitted Items.** Upon your receipt of a confirmation from BFCU that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to securely store them for sixty (60) days to permit research if required. After this time, we require that you properly dispose of the item to ensure that it not re-presented for payment. You agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to BFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for BFCU's audit purposes. BFCU will not be held responsible for any loss caused by your failure to secure and/or properly destroy the original checks.
- 10. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. If the dollar value of a check exceeds the \$5000 deposit limit, BFCU may, at its option, refuse to accept the deposit that exceeds the limit, or BFCU may accept and process the transaction. Member agrees not to exceed the limit.
- 11. Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by BFCU from time to time. BFCU is not responsible for any third party software you may need to use the Service. 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 and installation. BFCU does not guarantee that your device or mobile phone service provider will be compatible with Mobile Banking and Remote Deposit Capture. BFCU is not responsible for errors or delays or your inability to access the service caused by your device. We are not responsible for the cost of upgrading the device to remain current with the service. We are not responsible for any damage to the device or the data within.

- 12. Errors.** You agree to notify BFCU of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable BFCU account statement is sent. Unless you notify BFCU within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against BFCU for such alleged error.
- 13. Presentment & Returned Checks.** The manner in which the items are cleared, presented for payment, and collected shall be at BFCU's sole discretion subject to the Account Agreement disclosure governing your account. If images of checks deposited by member are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the image, member understands and agrees that, since member either maintains the original check or has destroyed the original check in accordance with the terms of this agreement, the original check will not be returned, and BFCU may charge back an image of the check to member's account. Member understands and agrees that the image may be in the form of an electronic or paper reproduction of the original check or substitute check. Unless otherwise instructed by BFCU, member agrees not to deposit the original check if an image or other debit as previously described is charged back to member. Unpaid items incur a fee as disclosed in separate fee schedule.
- 14. Contingency Plan.** Member agrees that, in the event member is not able to capture and transmit an image to BFCU, or otherwise comply with the terms of this agreement, member will transport the original check(s) to the closest BFCU branch and deposit original check(s) until such time as the interruption is resolved. The deposit of original check(s) to a BFCU branch shall be governed by the terms and conditions of the Deposit Agreement and Reg CC, and not by the terms of this Agreement.
- 15. Internet Disclaimer.** BFCU does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from BFCU's network, other portions of the Internet, or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt member's connection to the Internet. BFCU cannot guarantee that such events will not occur. Accordingly, BFCU disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall BFCU be liable for any damages of any kind that are attributable or in any way related to the Internet infrastructure or the member's or BFCU's ability or inability to connect to the Internet.
- 16. Ownership & License.** You agree that BFCU retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service 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 the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to BFCU's business interest, or (iii) to BFCU's actual or potential economic disadvantage in any aspect. You may use

the Service 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 the Service.

**17. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE 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 THE 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 THE SERVICE (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 SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**18. 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 OTHER 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 BFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**19. User Warranties and Indemnification.** You warrant to BFCU that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or re-present the original item.
- e. All information you provide to BFCU is accurate and true.
- f. You will comply with this Agreement and all applicable rules, law and regulations.

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

**20. Other terms.** The term of this Agreement commences with your acceptance of this disclosure and shall continue until you notify BFCU otherwise. BFCU may change, amend, or otherwise revise this Agreement at any time. You agree to be bound by the current version of this Agreement. If this Agreement is revised, BFCU will notify you. BFCU may at any time terminate your use of the Service. Any reinstatement of the Service will be at BFCU's sole discretion and must be agreed upon in writing by an authorized representative of BFCU. You may not assign the Agreement. This Agreement is entered into in Hagerstown, Maryland, and shall be governed by the laws of the State of Maryland and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.