



ATLANTIC CITY FEDERAL CREDIT UNION

# Remote Deposit Capture Disclosure

*By enrolling in the Remote Deposit Capture Service, you are agreeing to the terms and conditions in this Remote Deposit Capture Disclosure and Agreement. Please read this disclosure carefully and print them for your records. A copy of this Agreement can be printed by using your browser's print command and a printer. You may also print this document from the Credit Union's website at [atlanticcity.coop](http://atlanticcity.coop) in the Mobile App with Mobile deposit of the Online Services section. If you are unable to print this document, a copy can be provided to you by the Credit Union upon request.*

## REMOTE DEPOSIT CAPTURE DISCLOSURE AND AGREEMENT

The Remote Deposit Capture Disclosure and Agreement is incorporated by this reference and becomes a part of Atlantic City Federal Credit Union's Remote Deposit Capture Disclosure and Agreement effective February 28, 2019. All other account terms and conditions remain in force.

## REMOTE DEPOSIT CAPTURE SERVICES

Remote Deposit Capture Service allows you to remotely deposit paper checks from your mobile device to your Credit Union account by electronically transmitting a digital image of the paper check to the Credit Union.

## SYSTEM REQUIREMENTS

To use this Service, you must meet the following criteria:

- You must have a smart phone with an embedded camera and service plan that includes data and internet access. Third party fees may apply for data and Internet access. Contact your smart phone device carrier for additional information.
- You must have the Atlantic City Federal Credit Union Application installed on your smart phone device. The ACFCU Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application as determined by your device's application store.
- You must be enrolled in the Mobile Banking Service.
- Must have an active ACFCU Checking Account in order to use Mobile Check Deposit.

## HOW TO NOTIFY US IN CASE OF ERRORS

If you believe there has been an error with respect to any original check or image transmitted to the Credit Union for deposit, call us at 307-332-5151 or write us at 1005 11<sup>th</sup> Street, Lander, WY 82520.

## CHARGES

Please see our fee schedule for a listing a consumer and business fees associated with Remote Deposit Capture.

## AMENDMENTS

The Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from this Service. We will notify you of any material change to this Disclosure and Agreement via e-mail, app update, or on our website by providing a link to the revised Disclosure and Agreement. You will be prompted to accept or reject any material change to this Disclosure and Agreement upon next use of the Service after ACFCU has

made the change before you will be permitted to continue accessing the Services. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change. Your acceptance of the revised Terms and Conditions along with the continued use of the Remote Deposit Capture service will indicate your consent to be bound by the revised Disclosure and Agreement.

### **CUT-OFF TIME AND CREDIT TO YOUR ACCOUNT**

Deposits received prior to 5:00 pm (MST) on a business day the Credit Union is open will be credited to your account on the same business day. Deposits received after 5:00 pm (MST) or on any day the Credit Union is not open, including holidays, will be credited by 5:00 pm (MST) on the next business day.

### **FUNDS AVAILABILITY**

Our policy is to make the first \$200 in funds from an image of an item you submit through the Service available to you on the first (1<sup>st</sup>) business day after the day we receive your deposit. The remainder of your funds will be available on the second (2<sup>nd</sup>) business day after we receive your deposit. If we are not going to make all of the funds from your deposit available on the second (2<sup>nd</sup>) business day, we will notify you after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

### **REQUIREMENTS OF CHECKS TRANSMITTED**

Prior to scanning a check, you must add your signature endorsement and your Credit Union account number to the back of the check, or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Service as the Credit Union may establish from time to time.

You must provide the Credit Union a complete, legible and accurate image of the front of the check showing the name of the drawer/payor and signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information.

You must also provide the Credit Union a complete, legible and accurate image of the back of the check showing your signature endorsement.

### **DEPOSIT LIMITATIONS**

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned.

The Credit Union does not have a daily dollar aggregate limit per account. The Credit Union reserves 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.

The following are examples of items **not** accepted for deposit through Remote Deposit Capture service (this list is not exhaustive):

- Items made payable to a third party (i.e. any person or entity not a party to the account).
- Items displaying a "non-negotiable," "void" or similar notation or watermark.
- Items containing evidence of alteration or other indicators that call into question either the authenticity of the item or your authority to negotiate it.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States Currency.

- Items with incomplete or illegible information.
- Items that are savings bonds.

## **MEMBER RESPONSIBILITIES**

You are solely responsible for:

- Transmitting to the Credit Union a complete, accurate and legible image of the front and back of the original check without any alterations.
- Paying any overdraft or NSF fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid.
- Ensuring the safekeeping or destruction of the original item after the item has been scanned, transmitted and deposited electronically. Keep your paper check for at least sixty (60) days.

## **MEMBER WARRANTIES**

By using the Service, you represent and warrant that:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.
- You will comply with this Disclosure and Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless the Credit Union from any loss, due in whole or in part, to the breach of this warranty provision.
- You will promptly (but in any event within 5 business days) provide any retained original item to ACFCU when requested to aid in the clearing or collection process to resolve claims by third parties with respect to any item or as ACFCU otherwise deems necessary.