

U. S. POSTAL SERVICE FCU MOBILE BANKING REMOTE DEPOSIT CAPTURE (RDC) SERVICE TERMS AND CONDITIONS

Use of U. S. POSTAL SERVICE FCU's Mobile Remote Deposit Capture Service ("RDC"), is subject to approval by U. S. POSTAL SERVICE FCU ("USPS FCU," "we," "us").

If you, the account-holder are approved for RDC, you agree that use of RDC is subject to the following terms and conditions.

1. RDC allows you to make check deposits up to \$4,000 per business day (as defined between 10:00PM and 10:00PM EST) to your USPS FCU savings (share), checking (share draft) and/or money market (money market share) accounts from your mobile phone by taking a photo of both sides of checks and delivering the check images and associated deposit information to USPS FCU.

2. USPS FCU is not responsible for any technical difficulties you experience attempting to use RDC.

3. To use USPS FCU's RDC service, you must have a smartphone, have account open for 30 days or more, have a current address on file with the Credit Union and use the Credit Union's Virtual Branch product. You will not be eligible for this service if you have a delinquent loan or more than or equal to 6 NSF's in a calendar year. Eligibility for the RDC service will be determined daily. Use of this service constitutes acceptance of the terms and conditions presented specifically for this service.

4. Once your RDC deposit is processed, you can destroy the original deposit item after 5 business days. You agree to defend, indemnify and hold USPS FCU and any USPS FCU third party service provider from any claims, damages, losses, liability or expenses to which we or our service provider may become subject as a result of an item you deposited via RDC being presented for duplicate payment.

5. Only the following items are eligible for RDC deposit: checks drawn on U.S. financial institutions in U.S. dollars, or checks drawn on United States Treasury, or checks drawn on any state or local government of the United States (including the District of Columbia and all other U. S. territories), or USPS money orders. Checks must be payable to you and endorsed by you with the restrictive legend, "Mobile Deposit at USPS FCU" consistent with the terms of the USPS FCU policy applicable to the account to which the deposit is made. Make sure to include your signature and the account number you are depositing the check to. You agree not to attempt to use RDC to deposit checks with any of the following characteristics:

- a. The check is not payable to you;
- b. There is any apparent alteration to the front of the check;
- c. You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- d. The check is payable in a currency other than U.S. dollars;
- e. The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act;

- f. The check has been remotely created;
- g. The date of issue of the check is more than 6 months prior to the attempted deposit date;
- h. You have any reason to believe that the check will not be paid by the institution on which it is drawn.
- i. The check is from your checking account with USPS FCU;

6. We may terminate or change the terms of RDC service at any time, including but not limited to the categories of checks we will accept for deposit via RDC or endorsement requirements, with or without notice to you.

7. We may, at our sole discretion, refuse to accept any item presented for deposit via RDC. You will be notified by either an in-application message, email from us, or we may contact you directly by phone. We will have no liability to you for declining to accept items presented for deposit via RDC.

8. Funds from deposited items will be available according to Credit Union's Regulation CC funds availability disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited using the Mobile Deposit service are considered received by the Credit Union when the Mobile Deposit capture system expressly indicates that the check images were received by, or delivered to, the Credit Union. You agree that the photographing and transmitting of checks does not constitute receipt by the Credit Union. Mobile Deposits confirmed as received on any given day will be credited to your account within 2 business days. For the purpose of establishing funds availability, your deposits via the Mobile Deposit session are deemed to be received by the Credit Union at the time the system indicates a transaction is successfully completed. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or items does not contain errors. Our business days are Monday thru Friday, except federal holidays.

9. We will send you a monthly statement reflecting the activity on your account for each statement period. It is your responsibility to exercise reasonable care and promptness in the examination of the monthly statement submitted to you by us and to discover any errors, unauthorized transactions or alterations on any items deposited to your account and to notify the Credit Union promptly after discovery.

You should not leave your mobile phone unattended while using USPS FCU Mobile Banking. Once your banking is completed, sign off and close your browser before leaving your phone.

Never share your Online Banking User ID / Password, or other personal account information (including your account number). Sharing this information constitutes a misuse and therefore, all transactions initiated by those with whom you shared information will be considered as authorized by you, regardless of whether you intended those transactions to be made

Failure to discover and/or report errors or unauthorized transactions within 60 days from the time the statement is made available to you will constitute a breach of your duty hereunder to preclude any claims for loss.

10. If we do not complete a transaction to your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will not be liable for instances such as:

- a. If an item is returned unpaid
- b. If circumstances beyond our control such as fire, flood or internet malfunctions prevent the transaction despite reasonable precautions that we have taken

11. You agree not to copy, reproduce, distribute or create derivative works from the content of the RDC service or to reverse engineer or reverse compile any technology used to provide the RDC service. USPS FCU and our third party service providers, if any, retain all ownership and proprietary rights in the Services, associated content, technology and web sites.

12. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT 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 THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

13. **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 LOST PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES, INABILITY TO USE THE SERVICES, OR TERMINATION OF THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF USPS FCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

14. You agree and warrant to USPS FCU that:

- a. You will use RDC only to transmit eligible checks;
- b. Check images will meet quality standards;
- c. You will not use RDC to transmit duplicate items;
- d. You will not deposit or re-present the original item once it has been submitted for deposit via RDC;
- e. All information you provide to USPS FCU is accurate and correct; and
- f. You will comply with this Agreement, all agreements you have with USPS FCU, and all applicable rules, laws and regulations.

15. We can change the terms of this Agreement by notice to you. This agreement is governed by our bylaws, state and federal laws, the applicable rules and regulations of the Federal Reserve System, the National Credit Union Administration, the automated clearinghouse rules,

and the rules and regulations of other proper regulatory insuring authorities. If you become indebted to USPS FCU by your use of RDC, you agree that we can recover costs we incur in collecting what you owe, including attorney's fees and costs in addition to any other remedies the court finds proper. If a provision of this Agreement is found to be invalid, the remaining provisions will continue in effect.

Federally insured by NCUA