

This Business Remote Deposit Capture Agreement (“Agreement”) contains the terms and conditions for the use of DFCU Financial (“Credit Union”) Remote Deposit Capture Services (“Service”) described below and provided by us to you. In this Agreement, the words “you,” “your,” and “yours” mean the Account Owner as defined in our *Business Membership and Account Agreement*. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more share or other accounts you have with the Credit Union. The terms and conditions of your Business Membership and Account Agreement, and any disclosure as well as any other agreements you have entered into with us shall remain in effect notwithstanding any provision in this Agreement to the contrary. **This Agreement does NOT apply to consumer accounts used primarily for personal, family, or household purposes.**

Fees

You are required to designate an account at the Credit Union from which fees for the Service will be debited (your "Billing Account"). You agree to pay the service fee that has been separately disclosed to you, as may be amended from time to time.

For more details see the Business Fee Schedule: <https://www.dfcufinancial.com/resource-center/business>

These fees may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

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. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, we reserve the right, in our 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.

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. Eligibility for, access to, and use of the Service (both initially and ongoing) have risk-based qualification requirements, and we reserve the right to change these qualification requirements, in our sole discretion, 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.

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 us shall be deemed an “item” within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use the Service to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you.
- Checks that are drawn or otherwise issued, by you on any of your accounts.
- 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.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds.

Remote Deposit Service – Business Banking (continued)

Image Quality

The image of an item transmitted to us using the Service must be legible. 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.

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Service as “For deposit only, DFCU Financial account # _____” or as otherwise instructed by DFCU Financial. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

Availability of Funds

Funds deposited using the Service will be available according to *Our Funds Availability Policy Disclosure*.

Receipt of Items

We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or completed or that funds will be credited for that check or item.

Disposal of Transmitted Items

After a check or item has been posted to your account, you agree to prominently mark the check or item as “Electronically Presented” or “Void”. You agree never to represent to us or any other party, a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service. You agree to destroy or otherwise properly dispose of checks or items that have been accepted for deposit through the Service and have cleared to ensure that such checks or items are not represented for payment and, prior to disposal or destruction, to safeguard such checks or items.

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.

Errors

You agree to notify us of any suspected errors regarding items deposited through the Service right away, and in no event later than 33 days after the applicable DFCU Financial account statement is sent. Unless you notify us within 33 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error.

Hardware and Software

In order to use the Service you must use the type of hardware that we designate. Any hardware that we provide to you will, at all times, remain the sole property of DFCU Financial. Upon termination of the Service, you must promptly return any hardware that was provided to you to the Credit Union within 10 business days. You agree to notify us immediately if the hardware is lost or stolen. You will be responsible for the replacement cost of any lost, stolen, or unreturned hardware in accordance with the then current Business Fee Schedule.

Ownership & License

You agree that we retain 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 our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. 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.

Remote Deposit Service – Business Banking (continued)

User Warranties and Indemnification

You warrant to DFCU Financial that:

- You will only transmit eligible items as described above.
- 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 DFCU Financial is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless DFCU Financial from any loss or liability which may arise out of your breach of this warranty provision or any misuse by you of the Service.

Disclaimer of Warranties by Us

You agree your use of the Service and all information and content, including that of third parties, is at your own 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 (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely 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.

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 termination of the use of the 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.

Termination

This Agreement will continue until either you discontinue use of the Service or DFCU Financial terminates this Service, which it may do immediately and at any time without prior notice to you, to the extent not prohibited by any applicable laws. Any such termination will not affect obligations of either party under this Agreement arising prior to termination. Upon any termination of this Agreement, (a) You will immediately cease using the Service, (b) You shall promptly remit all unpaid monies due under this Agreement and (c) You shall return all Credit Union provided hardware.