

# SnapCheck (Remote Deposit Capture) Disclosure Agreement

SnapCheck is the name for the mobile remote deposit capture service offered by Credit Union of America. CUA will not be held liable in the event that this service does not work effectively with your mobile or tablet hardware.

## Items eligible for Deposit

You agree to scan and deposit only "checks" as the term is defined in Federal Reserve Regulation CC (Reg. CC). When the image of the check transmitted to the credit union is converted to an Image Replace Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree not to scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Third party checks – checks payable to any person or entity other than the person or entity that owns the account in which the check is being deposited.
- Altered checks – checks containing an alteration 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 is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check as defined in Reg. CC
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in U.S. Currency.
- Checks drawn on a financial institution located outside the United States.
- Checks dated more than 6 months prior to the date of deposit (stale dated).
- Checks or items prohibited by Credit Union of America under the current procedures or terms of your current membership agreement.
- Checks with any endorsement on the back other than what is specified in this agreement.
- Site drafts or payable through Drafts as defined in Reg. CC.
- Checks that have previously been submitted through SnapCheck or through the remote deposit capture services offered by any other financial institution.
- Checks or items drawn or issued by the U.S. Treasury Department.
- Checks that are in violation of any federal or state law, rule, or regulation.

## Endorsements and Procedures

You agree to restrictively endorse any item transmitted through SnapCheck as "For Mobile Deposit Only" and sign your name. You agree to follow any and all other procedures and instructions for use of SnapCheck as Credit Union of America may establish from time to time.

## Receipt of Items

We reserve the right to reject any item transmitted through SnapCheck, at our discretion, without liability to you. 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 Credit Union of America that we have received the image. Receipt of such confirmation does not mean the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at

any time, any item we subsequently determine was not an eligible item. You agree that Credit Union of America is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

### **Availability of Funds**

You agree that items transmitted using SnapCheck are not subject to the funds availability requirements of Reg. CC. In general, if an image of an item is received and accepted before 6:00 p.m. Central Time during a business day on which we are open, then we will consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using SnapCheck will generally be made available two (2) business days from the day of deposit. Credit Union of America 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 other factors as we may, in our sole discretion, deem relevant.

### **Disposal of Transmitted Items**

Upon your receipt of a confirmation from us that we have received an image that you transmitted, you agree to retain the paper check for at least 30 calendar days from the date of transmission. After 30 days, you agree to destroy the check that you transmitted, mark it VOID, or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to provide it to Credit Union of America upon request.

### **Deposit Limits**

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. New accounts will be limited during the first 90 days of account activation. During the initial 90 days members will be limited to two checks for a maximum of \$200 per day.

### **Errors**

You agree to notify us of any suspected errors regarding items deposited through SnapCheck right away and no later than 30 days after the applicable Credit Union account statement is provided. Unless you notify us within 30 days, such statement regarding all deposits made through SnapCheck shall be deemed correct, and you are prohibited from bringing a claim against Credit Union of America for such alleged error.

### **Errors in Transmission**

By using SnapCheck, you accept the risk that an item may be intercepted or misdirected during transmission. Credit Union of America bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

### **Image Quality**

The image of an item transmitted to us using SnapCheck must be legible, as determined in the sole discretion of the credit union. Without limiting the foregoing, the image quality of the items must comply with requirements established from time to time by Credit Union of America, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board (FRB), or any other regulatory agency, clearinghouse or association.

### **User Warranties and Indemnification**

You warrant to Credit Union of America that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present 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.
- You are not aware of any factor that may impair the collectability of the item.
- You warrant that any files submitted by you to us do not contain computer viruses or malware.
- You agree to indemnify and hold harmless Credit Union of America from any loss, due in whole or in part, to the breach of this warranty provision.

### **Cooperation with Investigations**

You agree to cooperate with us in the investigation of any unusual transactions, poor image quality transmissions, and resolution of consumer claims, including but not limited to providing, upon request and without further cost, any originals or copies of items deposited through SnapCheck in your possession and your records related to such items an transmissions.

### **Termination**

We may terminate SnapCheck at any time and for any reason. This agreement will remain in full for and effect unless it is terminated by us. Without limiting the foregoing, this agreement may be terminated if: you breach any terms of this agreement, you use SnapCheck for any unauthorized or illegal purpose or you use SnapCheck in a manner inconsistent with the Terms and Conditions of you Member Agreement or any other agreement with us.