

GPO Federal Credit Union Remote Deposit Capture Agreement

The GPO Federal Credit Union MobiCint Internet Banking and Remote Deposit Capture (RDC) Service is a Mobile Banking deposit option. Remote Deposit Capture (RDC) is a service that allows you to deposit a check into your Credit Union account from anywhere with cellular data connectivity by using your mobile device and the GPO Federal Credit Union Mobile Banking Application to take and send an electronic image of the check. Your use of the GPO Federal Credit Union's MobiCint Internet Banking and Remote Deposit Capture Service ("RDC"), is subject to approval by GPO Federal Credit Union ("the Credit Union," "we," "us").

ELIGIBILITY

After you sign up for Online and Mobile Banking, you may apply for Remote Deposit Capture (RDC). You agree to complete and sign this RDC Agreement before making a mobile deposit through the RDC service. To apply, you must:

- be a member (age 18 years or older) for at least 30 days
- be a member in good standing
- have an open Share, Share Draft, or Money Market Account
- be enrolled in Online Banking

GPO Federal Credit Union may deny your application or remove the privilege of Remote Deposit Capture (RDC) if any of the following applies to your account status:

- your GPOFCU loan or credit card is delinquent 10 days or greater
- you have Share or Loan Charge-Offs
- you have excessive NSF's or Courtesy Pay use
- your account address is not current (is coded 'Bad Address')
- your account is dormant

We may establish other criteria for determining the eligibility at our sole discretion. If declined or suspended from RDC, you agree to sign a new agreement prior to use of RDC service.

TERMS AND CONDITIONS

If you, the accountholder, 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 to your Credit Union savings (share), checking (share draft) and/or money market (money market share) accounts from remote locations scanning both sides of checks and delivering the check images and associated deposit information to the Credit Union or the Credit Union's designated third-party service provider.
2. The Credit Union is not responsible for any technical difficulties you experience attempting to use RDC.
3. To use the Credit Union's RDC service, you must have a suitable mobile device.
4. When you make a successful RDC deposit, you will be notified by an in-application message. You agree that once you have received confirmation that we have successfully processed your RDC deposit, you will hold the original item until it has cleared the financial institution it is drawn on.
5. Maximum number of items deposited per day may not exceed 5 total.

6. A single deposit amount may not exceed \$2,500.
7. All items received for deposit by 2:30 pm each business day are considered deposited on that business day. Deposits received after that time or on non-business days, will be considered deposited as of the next business day.
8. You agree to not attempt to deposit the original item (paper check) unless notified by the credit union that there was an issue with the RDC deposited item.
9. You agree to clearly mark "void" or shred or otherwise destroy the original of the item you deposited to avoid its being deposited again after the RDC deposit has cleared your Credit Union account.
10. You agree to defend, indemnify and hold the Credit Union and any Credit Union 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.
11. All information you provide to the Credit Union is accurate and correct.
12. You will comply with this Agreement, all agreements you have with the Credit Union, and all applicable rules, laws and regulations.
13. Only the following items are eligible for RDC deposit, in U.S. dollars:
 - Checks drawn on a U.S. financial institution that are payable to the member and/or joint owner.
 - Checks drawn on the U.S. Treasury, payable to the member and/or the joint owner.
 - Checks drawn on state and local governments that are payable to the member and/or the joint owner.
 - Payroll checks (must be embossed with the word "Payroll") that are payable to the member and/or the joint owner.
 - Non-Payroll Union (check must be drawn on an account in the name of the Union, embossed on the check) that are payable to the member and/or the joint owner.
 - Retirement checks (drawn on Retirement accounts; 401K, Prudential, TD Ameritrade, etc.) that are payable to the member and/or the joint owner.
 - Cashier's and Certified checks that are payable to the member and/or the joint owner.
 - Federal Reserve Bank checks that are payable to the member and/or the joint owner.
14. Checks must be payable to you and endorsed by you on the back of the mobile check deposit with the restrictive legend as follows, "Check #_____ **for Mobile Deposit Only** to GPOFCU Account No. _____," consistent with the terms of the Credit Union policy applicable to the account to which the deposit is made.
15. You agree NOT to attempt to use RDC to deposit checks with any of the following characteristics:
 - The check is not payable to you (third-party check)
 - There is any apparent alteration to the front of the check
 - 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
 - The check is payable in a currency other than U.S. dollars
 - The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act
 - The check has been remotely created
 - The issue date of the check is more than six (6) months prior to the attempted deposit date

- You have any reason to believe that the check will not be paid by the institution on which it is drawn
 - The check is from your checking account with the Credit Union
 - A Money Order
 - The check is drawn on a foreign financial institution
16. We may, at our sole discretion, refuse to accept any item presented for deposit via RDC. We will notify you via the method agreed with you if we do this. We will have no liability to you for declining to accept items presented for deposit via RDC.
 17. 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.
 18. Funds from any check deposited via RDC will be available to you after final collection from the institution on which it is drawn. Refer to the Credit Union "Funds Availability Disclosure" at <http://www.gpofcu.org/disclosures>. We may make funds available sooner depending on factors we at our sole discretion deem relevant, including but not limited to your account history with the Credit Union and your creditworthiness.
 19. You agree to notify us of any errors with respect to RDC deposits within 30 days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. We will not, however, be responsible for errors asserted more than 30 days after we send you the periodic statement on which they appear.
 20. 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. The Credit Union and our third-party service providers, if any, retain all ownership and proprietary rights in the Services, associated content, technology and web sites.
 21. **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.**
 22. **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 GPO FEDERAL CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.**
 23. We can change the terms of this Agreement by notice to you. This Agreement is made in the District of Columbia and District of Columbia law and applicable federal law will govern its interpretation. If you become indebted to the Credit Union 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.

24. Losses Incurred Through the RDC Program

You agree if the items deposited through RDC cause the Credit Union a loss, the following guidelines will be followed:

- You will no longer be allowed access to deposit through RDC.
- The Collections Department will take charge of the collections efforts of the lost funds up-to-and-including pursuing legal action against the depositor(s).
- You agree that if Courtesy Pay is open, it will be suspended.
- You agree you will not be considered a member in good standing and therefore, will not have the same privileges and access as a member in good standing.

By signing this agreement for RDC service, you hereby accept the terms and conditions set forth in the agreement.

GPOFCU MEMBER NUMBER _____ **Date** _____

PRIMARY ACCOUNT HOLDER:

Signature Printed Name

Email Address Phone Number

JOINT ACCOUNT HOLDER:

Signature Printed Name

Email Address Phone Number

HOW TO SUBMIT SIGNED AGREEMENT:

Scan/Email: INFO@gpofcu.org
Fax: 202-289-1790, ATTN: ACCOUNTING DEPT.
Mail: GPOFCU, ATTN: ACCOUNTING DEPT, PO Box 77119, Washington, DC 20013-7119
Deliver: **Main Office:** 732 N. Capitol St, NW - 8th Flr, Washington, DC 20401; or **Satellite Branch:** 710 N. Capitol St, NW, 1st Flr (Bookstore Entrance), Washington, DC 20401.

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