

## REMOTE DEPOSIT CAPTURE DISCLOSURE AND AGREEMENT

### REMOTE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT:

In this Disclosure and Agreement, the words “you,” “your,” or “user,” mean (the Credit Union Member) who applied for and/or uses any of the Remote Deposit Capture Services (the “Services”) described in this Disclosure and Agreement. The words “Fidelis Catholic Federal Credit Union,” “Fidelis,” “us,” and “we” mean (the Credit Union). Your application for use of the Remote Deposit Capture Services, notification of approval of your application, and the Fidelis Account Agreement and Disclosures are hereby incorporated into and made a part of this Disclosure and Agreement.

#### Use of the Service:

This remote deposit capture service is designed to allow you to remotely deposit paper checks to your personal account with Fidelis by electronically transmitting a digital image of the paper checks for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. We are not responsible for any image that we do not receive. We reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account.

#### Compliance with Law:

You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. You promise to indemnify and hold Fidelis harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

#### Check Requirements:

Any image of a check must accurately and legibly provide all the information on the front and back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association. You agree to endorse any item transmitted by signing the back of the check and include the statement “For Mobile Deposit Only at Fidelis Catholic Credit Union”, your Fidelis Account number, and the date.

#### Rejection of Deposit:

We reserve the right to reject any item transmitted through the Service, at our discretion. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft, plus any applicable fees to your Account due to an item being returned.

#### Items Returned Unpaid:

Any item that you transmit for remote deposit that is credited to your Account and the item is dishonored, you authorize Fidelis to debit the amount of the item from the Account. Returned check fees as stated on Fidelis Fee Schedule will apply.

#### Unavailability of Services:

When the Services, 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. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

#### Funds Availability:

You agree that items transmitted using the Services may have delayed funding for up to three (3) Business Days, and that exception holds based on the Fidelis Funds Availability Policies may be applicable.

#### Check Image Controls:

You agree that you will use the Services to scan and deposit any checks or other items as described below:

- Each image of a check transmitted is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.

- Other than the digital image of an original check that you remotely deposit through our Services, there are no other duplicate images of the original check.
- You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- The information provided in your Application remains true and correct, and in the event any such information changes, you will immediately notify us of the change.
- You have not knowingly failed to communicate any material information to us.
- You have possession of each original check deposited using the Services and no party will submit the original check for payment.
- Files and images transmitted to Fidelis will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- Storage of Original Checks. Upon receipt of a confirmation from Fidelis that we have received the image of an item and you know the item has been deposited to the Account, you agree to prominently mark the item as “For Mobile Deposit Only at Fidelis CU” or “VOID” and to properly dispose of the item to ensure that it is not represented for payment. You agree to retain checks, or a sufficient copy of the front and back of the items, for a period of at least thirty (30) days and agree to promptly provide these to Fidelis if requested in order to aid in the clearing and collection process, resolve claims by third parties with respect to any item, or support Fidelis audits.

**Accountholder’s Indemnification:**

You understand and agree to indemnify Fidelis and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney’s fees and expenses arising from use of the Services and/or breach of this Disclosure and Agreement. You agree to ensure your mobile device remains securely within your possession until the deposit has been completed or deleted. Fidelis is not responsible for any deposit information left on your mobile device and/or not transmitted or deleted from your mobile device.

**In Case of Errors:**

You agree to immediately notify Fidelis any suspected errors regarding items deposited through the Services right away, and in no event no later than 60 days after the applicable account statement is sent. Unless you notify Fidelis within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Fidelis for such alleged error. To Contact Fidelis Catholic Federal Credit Union, our phone number is 303-424-5037. The address is 6320 Olde Wadsworth Blvd. Arvada, CO 80003, our website address is [www.Fideliscu.org](http://www.Fideliscu.org).

**Charges for Use of the Services:**

While there are currently no fees related to the use of the Services, Fidelis in its sole discretion, retains the right to administer a fee schedule in the future.

**Change of Terms:**

Fidelis reserves the right to change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing or electronically, and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your continued use of the Services after receipt of notification of any change constitutes your acceptance of the change.

**Termination of the Services or Inactive Services:**

You may, by e-mailed or written request, terminate at any time the Services provided for in this Disclosure and Agreement. In the event of termination of the Services, you will remain liable for all transactions performed on your Account. Fidelis retains the right, at its sole discretion, to terminate Services if there are twelve (12) months of no activity.

**Limitations on Frequency and Dollar Amount:**

We reserve 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. You may remotely deposit check(s) up to \$3500.00 per day, with a limit of six (6) deposits per month.

**You agree you are not permitted to deposit the following items:**

- Any item drawn on the same Fidelis Account in which you are depositing the check.
- Any item that is stamped with a “non-negotiable” watermark.
- Any item that contains evidence of alteration to the information on the check.
- Any item issued by a financial institution in a foreign country.
- Any item that is incomplete.
- Any item that is “stale dated” or “post-dated.”

**System Requirements for Remote Deposit:**

You are responsible for purchasing, operating, and maintaining an Apple® or Android® mobile device, or other electronic device, and any other equipment necessary to use the Services. For the mobile Service, you must download and use the latest version of the Credit Union's mobile App as it becomes available. You are additionally responsible for all telephone and Internet services necessary to access the Services and for charges arising out of or related to those services. To use the Services, the following equipment is required: Apple® or Android® mobile device.

**Qualifying Criteria:**

- Current and active members of Fidelis Catholic Credit Union, over age 18 are eligible for Remote Deposit Capture.
- You must have maintained accounts and loans in good standing with the Credit Union for a minimum period of six (6) continuous months.
- You must have a Fidelis Catholic Checking Account.

Qualifying Credit Union Member(s) Must Achieve Three of the following Five Attributes for Remote Deposit Capture Approval:

- A Credit Score of 680 or above on your and your joint account owner's Experian and/or TransUnion Credit Report.
- You must have a maintained a Fidelis checking account with direct deposit for a minimum of 6 months.
- No More than 3 insufficient funds items or items cleared through Protection Plus in the last 6 months.
- Maintained aggregate deposits in your account of \$2500.00 or more, a period of six (6) continuous months.
- A minimum of 2 loan products with Fidelis.

**By submitting an application for Remote Deposit Capture you authorize that Fidelis Catholic Credit Union may obtain credit reports in connection with this application. You understand that Fidelis Catholic Credit Union may rely on the information in this application and your credit report to make its decision.**

**By choosing to enroll in the Fidelis Remote Deposit Capture Program you and your joint account owner(s) agree to accept this Disclosure and Agreement.**