

## **CHROME Federal Credit Union Remote Deposit Anywhere (RDA) ('Mobile Deposit') Service Disclosure and Agreement**

CHROME Federal Credit Union's ('CHROME's) Remote Deposit Anywhere (RDA) ('Mobile Deposit') Service is a service offered to qualified members and is subject to the following additional terms:

### Acceptance of Terms

Your use of the CHROME Mobile Deposit Service constitutes your acceptance of this Agreement. You agree to comply with the hardware and software requirements set forth herein. CHROME reserves the right to change the terms and charges for CHROME Mobile Deposit Service described in this Agreement and we may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of this Service will indicate your acceptance of the revised Agreement.

### Services

These Services are designed to allow you to make deposits to your Checking or Savings accounts by electronically transmitting a digital image of your paper checks to CHROME or CHROME's designated processor.

### Qualifying Criteria

- Users must be at least 18 years old
- Member and member's accounts must be in good standing
- No negative account history, including excessive or repeated return items
- Negative credit history will be cause for denial or termination of the CHROME Mobile Deposit Service
- CHROME may also consider additional factors in connection with your application for the CHROME Mobile Deposit Service.

If approved, CHROME reserves the right to terminate your privilege to use the service at any time without advance notice if we believe you are not managing your accounts in a responsible manner.

### Hardware and Software Requirements

In order to use CHROME Mobile Deposit, you must obtain, maintain, and keep up to date, at your expense, compatible hardware and software as specified by CHROME from time to time. If for any reason you have difficulties logging on, contact us by stopping into your local CHROME branch, calling 724.228.2030, or in-writing via mail at PO Box 658, Canonsburg, PA 15317.

### Eligible Items for CHROME Mobile Deposit

All US Checks may be deposited using CHROME Mobile Deposit, except Money Orders, Cashiers Checks, and Travelers Checks. Third-Party Checks are not accepted.

### Image Quality

The image of the item transmitted to us must accurately and legibly provide all the information on the front and back of the check at the time of presentment to you by the drawer. The scanned image of the check transmitted to us by using CHROME Mobile Deposit must accurately and legibly provide, among other things, the following information:

1. Your endorsement;
2. The information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and
3. Other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image quality of the check must comply with the requirements established by the American National Standards Institute (ANSI), clearinghouse, association, or any other regulatory agency.

### Endorsement Requirements for Checks

A check is required to have a restrictive endorsement, "For CHROME Mobile Deposit Only," "For CHROME Mobile Deposit," or "CHROME Mobile Deposit."

### Deposit Limits

- Minimum Deposit: \$1.00
- Maximum Deposit: \$5,000.00
- Maximum Number of Checks Deposited per Day: 5
- Maximum Deposit Total in a Rolling 30-Day Period: \$10,000.00
- Upon request, Check Deposit limits may be increased subject to approval based on creditworthiness, account history, length of membership, and other factors.

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using CHROME Mobile Deposit and to modify such limits from time to time. Limits vary depending on predetermined and undisclosed specifications.

### Processing Times

Items received Monday through Friday on business days CHROME is open will be processed within 24 hours of the deposit unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent processing. In such case, items will be processed on our next business day.

### Funds Availability

Funds are generally available within two (2) business days, unless a manual hold is placed on the Check. Regulation CC Holds apply. All Checks are subject to CHROME's Funds Availability Policy.

### Retention and Destruction of Original Checks

Upon your receipt of a confirmation from us that we have received the image of an item, you agree to prominently mark the item as "Electronically Deposited" or "Deposited [Date]" to ensure it is not re-presented for payment.

- You agree to securely store each original check that you deposit using CHROME Mobile Deposit for a period of at least thirty (30) days after transmission to us.
- After thirty (30) days from the transmission of the original check, you agree to safely destroy the original check.
- You will promptly provide any retained checks during the retention period to CHROME as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide the check you will be liable for any unresolved claims by third parties.
- You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.
- You agree to never re-present the check for deposit unless directed by CHROME to do so.

If copies are requested from past deposits, you understand that there is a research fee for gathering the requested items. Any copy requested that has been deposited within the last 60 days of the requested date can usually be provided by the next business day. The receiving time for copies requested that were deposited beyond 60 days from the requested date will vary per situation.

#### Authorized Users

If you have designated an authorized user on your account, your authorized user will also have online access to the CHROME Mobile Deposit Service. You and your authorized user(s) are equally responsible for adhering to all items disclosed in this Agreement.

#### Accountholder's Warranties

You make the following warranties and representations with respect to your use of CHROME Mobile Deposit and each image of an original check you transmit to us using the CHROME Mobile Deposit Service:

- You have the authority to enter into this Agreement and perform your obligations hereunder.
- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
- 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 have not knowingly failed to communicate any material information to us.
- You will retain possession of each original check deposited using CHROME Mobile Deposit for the required retention period and neither you nor any other party will submit the original check for payment.
- You will not use CHROME Mobile Deposit and/or your accounts for any illegal activity or transactions.

- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- All information provided by you is accurate and true.

#### Accountholder's Indemnification Obligation

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of CHROME Mobile Deposit and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.

#### Disclaimer of Warranty

You understand and agree that your use of the CHROME Mobile Deposit Service is at your risk. You also understand and agree that the CHROME Mobile Deposit Service and all information and content (including that of third parties) is provided on an "as is" and "as available" basis. You understand and agree that we do not make any warranties of any kind as to the use of the CHROME Mobile Deposit Service, equipment, hardware, software, or Internet provider service, or any part of them, whether expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the CHROME Mobile Deposit Service will meet your requirements or will be uninterrupted, timely, secure, or error-free. We also make no warranty that the results that may be obtained from using the CHROME Mobile Deposit Service will be accurate or reliable, or that any errors in the CHROME Mobile Deposit Service or technology will be corrected. We are not responsible for any loss, injury, or damages, whether direct, indirect, special or consequential, caused by your Internet provider, any related software or CHROME's use of any of them or arising in any way from the installation, use, or maintenance of your personal computer hardware, software, or other equipment.

#### Limitation of Liability

To the maximum extent permitted by applicable law, in no event will we be liable for any direct, indirect, incidental, punitive, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other losses resulting from or attributable to the use or the inability to use the CHROME Mobile Deposit Service incurred by you or any third party arising from or attributable to the use of, inability to use, the termination of the use of the CHROME Mobile Deposit Service, or your breach of this agreement, regardless of the form of action or claim (whether contract, tort, strict liability, or otherwise), even if CHROME has been informed of the possibility thereof. CHROME's licensors or suppliers will not be subject to any liability to you in connection with any matter.

#### Termination

You may request at any time to terminate the CHROME Mobile Deposit Service provided for in this Agreement. We reserve the right to change, suspend, or revoke the CHROME Mobile Deposit Service at any time without prior notice to you. In the event of termination of the CHROME Mobile Deposit Service, you will remain liable for all transactions performed on your

account; we shall not be liable for any damage caused as a result of the termination of the CHROME Mobile Deposit Service. Upon termination, you will immediately cease using the CHROME Mobile Deposit Service and shall promptly remit all unpaid amounts due under this Agreement, if any. CHROME may immediately suspend or terminate your access to the Services in the event that CHROME reasonably determines such suspension or termination is necessary in order to protect the CHROME Mobile Deposit Service or CHROME from harm or compromise of integrity, security, reputation, or operation, or that you are in breach of this Agreement or are otherwise using the CHROME Mobile Deposit Service in a manner inconsistent with the terms of this Agreement or with applicable law.

#### Charges or Fees

CHROME will not charge a usage fee for this CHROME Mobile Deposit Service. We reserve the right to start charging for this CHROME Mobile Deposit Service at any time. In the event there is a change in charges for the use of this CHROME Mobile Deposit Service, we will send you an electronic notification at the email address on file to notify you of the change. Charges will be assessed for any claims, disputes, or research regarding deposits made beyond 60 days from the requested date. The fee for this research is in accordance with our Schedule of Fees and Charges disclosure and subject to change without prior notice.

#### Returned Deposits

Any credit to your account using CHROME Mobile Deposit is provisional. If a check deposited through CHROME Mobile Deposit is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank, for any reason, including but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check, or a substitute check. You agree to reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our approval, you should not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item, or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty claim was made timely.

#### Errors or Discrepancies

You understand and agree that you are solely responsible to examine all notices and statements from us in a timely manner. You are required to immediately notify us of any suspected error regarding checks deposited through CHROME Mobile Deposit by calling 724.228.2030, visiting a CHROME branch location, or in-writing via mail at PO Box 658, Canonsburg, PA 15317 by no later than sixty (60) days after the date of the monthly periodic statement that includes any transaction you allege is erroneous. After sixty (60) days, we will consider the transaction to be correct and you will be responsible for any errors that you fail to bring to our attention within such time period.