

JUSTICE FEDERAL CREDIT UNION DIGITAL BANKING  
REMOTE DEPOSIT CAPTURE (RDC) SERVICE TERMS AND CONDITIONS

This agreement contains the terms and conditions for the use of Justice Federal Credit Union's Mobile Remote Deposit Capture Service ("RDC" or the "Services"). Your use of the Services is subject to the approval of Justice Federal Credit Union ("JFCU", "we", "us"). If you, the account-holder, are approved for RDC, you agree that your use and the use by any user you provide access to RDC, is subject to the following terms and conditions. The terms of this agreement are in addition to the terms of any other agreements you have with us.

1. RDC allows you to make check deposits to your JFCU share, checking and/or money market share accounts from remote locations by scanning both sides of checks and delivering the check images and associated deposit information to JFCU or JFCU's designated third party service provider.
2. Your use of the Services constitutes your acceptance of these terms and conditions. JFCU reserves the right, in its sole discretion, to change, modify, add, terminate or remove any or all of the portions or features of the Services 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. Your continued use of the Services constitutes your acceptance of any revisions to these terms and conditions or the Services.
3. JFCU is not responsible for any technical difficulties or any resulting damages you experience attempting to use RDC, including, but not limited to, items we do not receive or for images that are dropped during transmission.
4. 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.
5. To use JFCU's RDC Services, you must obtain and maintain, at your expense, a compatible mobile device and software as specified by JFCU from time to time. JFCU is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation.
6. When you make a successful RDC deposit, you will be notified by an application message. An image of an item shall be deemed received when you receive an application message. Receipt of such application message does not mean that the transmission was error free or complete. You agree that once you receive confirmation that we have successfully processed your RDC deposit you will clearly mark the processed check as "VOID" and properly dispose of the item using a secure data destruction method (e.g., shredding) after 60 days to ensure that it is not presented for duplicate payment. You agree that you will never present a previously processed check for duplicate payment. You agree to defend, indemnify and hold JFCU and any JFCU third party service provider harmless from any claims, damages, losses, liability or expenses to which we or our service provider may incur as a result of an item you deposited via RDC being presented for duplicate payment.
7. Only the following items are eligible for RDC deposit: checks drawn on U.S. financial institutions in U.S. dollars, checks drawn on United States Treasury, or checks drawn on state or local government of the United States. Checks must be payable to you and endorsed by you with the

restrictive legend “For Mobile Deposit Only to JFCU”, consistent with the terms of the JFCU Membership Booklet applicable to the account to which the deposit is made. You agree not to attempt to use RDC to deposit checks with any of the following characteristics:

- The check is not payable to you;
  - 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 has been previously converted to a “substitute check” as defined in the Expedited Funds Availability Act;
  - The check has been “remotely created” as defined in the Expedited Funds Availability Act;
  - The check is stale dated, i.e. the check contains restrictions on the amount of time in which the holder may deposit or present the check and the time specified has lapsed. For instance, the check may contain instructions such as “void 90 days after issue date” and, if not deposited within 90 days, is stale dated on the 91st day following the issue date. If no instructions are contained on the check, then the check is stale 6 months after the issue date;
  - You have any reason to believe that the check will not be paid by the institution on which it is drawn;
  - Any Savings Bonds; or
  - Checks or items prohibited by JFCU’s procedures relating to the Services or which are not otherwise acceptable under the terms of your account.
8. The check image transmitted via RDC must be legible and compliant with requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association. JFCU in its sole discretion may refuse to accept checks that do not meet our image quality requirements. This includes, without limitation, checks where:
- The front and/or back image is too large or too small;
  - The front and/or back image is too light or too dark;
  - The front and/or back image is unreadable;
  - The check images show torn or folded edges, cut corners, or other damage to the check
9. We may, at our sole discretion, refuse to accept any item presented for deposit via RDC. We will notify you of any such refusal by any method permitted by applicable law. We will have no liability to you for declining to accept items presented for deposit via RDC.
10. Funds from any check deposited via RDC will be available to you after final collection from the institution on which it is drawn. 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 JFCU and your creditworthiness.
11. You agree to notify us of any errors with respect to RDC deposits within 60 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 60 days after we send you the periodic statement on which they appear.

12. 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. JFCU and our third party service providers, if any, retain all ownership and proprietary rights in the Services, associated content, technology and websites.
13. **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 OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, AND SECURE OR ERROR-FREE (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (iv) THAT ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.**
14. **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 JFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.**
15. You represent and warrant to JFCU that (a) you will use RDC only to transmit eligible checks; (b) check images will meet quality standards; (c) you will not use RDC to transmit duplicate items; (d) you will not deposit or re-present the original item once it has been submitted for deposit via RDC; (e) all information you provide to JFCU is accurate and correct, and (f) you will comply with this Agreement, all agreements you have with JFCU, and all applicable rules, laws and regulations. You agree to indemnify, defend and hold harmless JFCU from any loss for breach of the warranties set forth in this section 15.
16. This Agreement is governed by Virginia law and applicable federal laws and regulations. If you become indebted to JFCU by 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.