

G.A.P. FEDERAL CREDIT UNION  
REMOTE DEPOSIT CAPTURE DISCLOSURE

-As originally agreed, you must write a restrictive endorsement on the back: For Mobile Deposit Only G.A.P. FCU Account # \_\_\_\_\_, followed by your signature.

-After submission you must write 'Mobile Deposited' conspicuously on the front of the check, and not attempt to deposit it again anywhere.

-You must submit items by 4:00 p.m. on a regular business day for the full deposit to be credited to your account on the same business day, otherwise the entire item may not be approved until 4:00 p.m. on the following full business day.

-Deposited funds will be available in accordance with the Funds Availability Policy disclosure. Any crediting of the Member's account for items deposited via this Service is provisional, subject to verification and final settlement. Any dishonored items will be returned as an image of the original or a substitute check as the charged-back item. Any dishonored item is subject to a fee according to the Credit Union Fee Schedule at the time of the return.

-We reserve the right to reject any item transmitted through this Service, at our discretion, and we may limit the amount or number of items you can deposit with this service in a day or in a given period of time. If we doubt the collectability we may place holds until funds are received from the institution it is drawn upon.

-We are not liable for items we do not receive or for images that are not transmitted completely.

-An image is considered received after 4:00 p.m. on the following business day (when the full amount has been credited to your account), however, this does not mean that the transmission was without error and may not be withdrawn.

-If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you may be assessed a fee as disclosed. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment or related fees.

-You also agree that if your monthly statement shows discrepancies as a result of a remote deposit and you do not contact us within 60 days after the statement was sent to you, you may not receive any adjustments after that time.

-Remote Deposit Capture (RDC) is a privilege, the Credit Union will limit the use of RDC to Members in Good Standing. For the purposes of this disclosure, a Member in Good Standing is defined as:

- a G.A.P. FCU member for at least six (6) months;
- who has not caused the Credit Union a loss; and
- who has not experienced repetitive instances of an overdrawn account nor return deposited items within the past six (6) months.

G.A.P. FCU's liability for errors or omissions with respect to the data transmitted or printed by G.A.P. FCU will be limited to correcting the errors or omissions. You agree to your personal responsibility to ensure the security of the personal computer and/or mobile device you own and use to access the Service, which includes the security of any wireless or internet service or network you may be utilizing.

You agree that G.A.P. FCU 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 Service, 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 G.A.P. FCU has been informed of the possibility thereof.

You agree to indemnify and hold harmless G.A.P. FCU from any loss for breach of the warranty provision, such that you warrant to G.A.P. FCU that:

- You will only transmit eligible items that are properly endorsed.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or re-present the original item once it has been scanned and sent through this Service unless specifically requested to do so by G.A.P. FCU.
- All information you provide to G.A.P. FCU is accurate and true.
- G.A.P. FCU will not sustain a loss because you have deposited an image.
- You will comply with the original and any subsequent provisions of the Disclosure and all applicable rules, laws and regulations.

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Signature

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Date

## FUNDS AVAILABILITY POLICY

Our general policy is to allow you to withdraw funds deposited in your "transaction" account on the first business day after the day we receive your deposit. The first \$200.00 of your deposits will be immediately available. Depending on the type of check that you deposit, funds may not be available until the 2nd business day after the day of your deposit. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- + We believe a check you deposit will not be paid
- + You deposit checks totaling more than \$5000 on any one day
- + You redeposit a check that has been returned unpaid
- + You have overdrawn your account repeatedly in the last six months
- + There is an emergency, such as failure of computer or communications equipment

We will notify you if we delay your ability to withdraw funds for any of the above reasons. They will generally be available no later than the 5th business day after the day of your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit.