

GOLD Credit Union Remote Deposit Capture (RDC) Terms and Conditions Agreements

If applicable, GOLD Credit Union agrees to provide you with Remote Deposit Capture (RDC) services. The RDC services are designed to allow you to make deposits, to your Account(s), by electronically transmitting a digital image of paper checks and delivering the images and associated deposit information to GOLD Credit Union.

Member Eligibility

You understand that you must be a GOLD Credit Union member in good standing and meet other pre-determined qualifying factors to qualify for RDC services.

Limitation of Service

When using RDC services, you may experience technical or other difficulties. GOLD Credit Union cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the RDC 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 RDC services, in whole or in part, or your use of RDC services, in whole or in part, immediately and at any time without prior notice to you.

Fees

GOLD Credit Union does not charge a fee to use RDC services, however there may be fees associated with special transactions. All other fees that have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s). See the credit union's fee disclosure for details.

RDC is only available within the GOLD Mobile App (not available with Mobile browser); standard carrier text messaging and data fees may apply. Certain eligibility restrictions may apply.

E-mail Address

You agree to notify us immediately if you change your e-mail address, as this is the e-mail address where we will send you notification of receipt of RDC items. You understand that your failure to notify us in a timely manner of any change to your e-mail address could cause additional costs such as fees to be incurred and you agree such costs would be your responsibility.

Eligible Items

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC (Regulation CC). When the image of the check transmitted to GOLD Credit Union is converted to an Image Replacement Document (IRD) for subsequent presentment and collection, it shall be deemed an "item" within the meaning of Article 3 and Article 4 of the Uniform Commercial Code (UCC).

Unacceptable Items

You understand and agree that you will not use RDC services to deposit the following items:

1. Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party
2. Any item that contains evidence of alteration to the information on the check
3. Any item issued to you by a financial institution in a foreign country

4. Checks not payable in US currency
5. Checks payable jointly, that are not being deposited into a like owned account
6. Checks previously converted to a substitute check, as defined in Regulation CC
7. A remotely created check, as defined in Regulation CC
8. Stale dated checks – checks dated more than 6 months prior to the date of deposit or an expired check
9. Checks that are post-dated
10. Checks payable On Sight or payable through Draft, as defined in Regulation CC
11. Checks with any endorsement on the back other than that specified in this Agreement
12. Checks that have been previously submitted to any financial institution, including GOLD Credit Union, through any means including RDC services or through a remote deposit capture service offered at another financial institution
13. Cash
14. Savings Bonds
15. Travelers Checks
16. Any item that is non-negotiable (whether stamped in print or as a watermark)
17. Other checks or items prohibited by GOLD Credit Union as described in your Membership and Account Agreement
18. Checks or items drawn on an account that you control at GOLD Credit Union

Deposits of this nature may result in the reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account and you may incur fees. Continued deposits of this type may result in the termination of this service.

Endorsements and Check Requirements

Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to scanning the original check, you will restrictively endorse any item transmitted through RDC services as:

“For Deposit Only to GOLD Credit Union” or as otherwise instructed by GOLD Credit Union.

You agree to follow any and all other procedures and instructions for use of RDC services as GOLD Credit Union may establish from time to time. The image of the check transmitted to us using RDC services 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
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 from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house

or association. RDC services may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee we can accept the image.

Receipt of Items

We reserve the right to reject any item transmitted through RDC services, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that GOLD Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Rejection of Deposit

You agree that we are not liable for any loss, costs or fees levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account(s) due to an item being returned.

Returned Items

A notice will be provided to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, including any applicable fees. Please refer to our current Fee Schedule for applicable fees.

Availability of Funds

You agree that items transmitted using RDC services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 10:00 p.m. Eastern Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open.

GOLD Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as GOLD Credit Union, in its sole discretion, deems relevant. You also understand that credit is provisional until settlement is final.

Retention and Disposal of Transmitted Items

Upon your receipt of a confirmation from GOLD Credit Union that we have received the image of an item, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree to never re-present the check for deposit. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to GOLD Credit Union 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 a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using RDC services and to modify such limits from time to time.

Errors

You agree to immediately notify us of any suspected errors regarding checks deposited through RDC services by calling 484-223-4200 or emailing us through secure email.

Periodic Statement

Any remote deposits made through RDC services will be reflected on your monthly or quarterly periodic statement. You understand and agree that you are required to notify us of any error relating to images transmitted using RDC services by no later than sixty (60) days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Errors in Transmission

By using RDC services you accept the risk that an item may be intercepted or misdirected during transmission. GOLD Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

User Warranties and Indemnification

You make the following warranties and representations to GOLD Credit Union with respect to your use of RDC services and each image of an original check you transmit to us using RDC services:

1. 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, and the drawer of the check has no defense against payment of the check
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate
3. 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
4. Other than the digital image of an original check that you remotely deposit through RDC services, there are no other duplicate images of the original check
5. 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
6. You have not knowingly failed to communicate any material information to us
7. You will retain possession of each original check deposited using RDC services for the required retention period and neither you nor any other party will submit the original check for payment
8. You will not use the Services and/or your accounts for any illegal activity or transactions
9. 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.

Termination of Services

We may terminate your use of RDC services at any time. In the event of termination of RDC services, you will remain liable for all transactions performed on your account.

Acceptance By clicking the "I accept" button you are agreeing to the terms and conditions of GOLD Credit Union's Remote Deposit Capture (RDC) service. You further acknowledge that you have received, read, understood and agree to all of the terms and conditions of said Agreement and any applicable addendums contained therein.