

# O & R Utilities Employees Federal Credit Union

## E-Deposit Service Agreement

This Agreement contains the terms and conditions for the use of the O&R Utilities Employees Federal Credit Union ("ORUEFCU") E-Deposit service that ORUEFCU may provide to you ("you" or "User").

**Definitions.** The following words or terms shall each have the meaning as provided below.

- a. "Business Day" means a day on which ORUEFCU is open for substantially all of its business.

**Services.** The E-Deposit service ("E-Deposit") is designed to allow you to make deposits to your checking, savings, club, or money market savings accounts from home or other remote locations by taking a picture of or faxing copies of checks and delivering the images and associated deposit information to ORUEFCU.

**Acceptance of these Terms.** Your use of E-Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change. We will give you legally required notice of any change in terms. Your continued use of E-Deposit will indicate your acceptance of the revised terms. Further, ORUEFCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from E-Deposit. Your continued use of E-Deposit will indicate your acceptance of any such changes to E-Deposit.

**Limitations of Service.** When using E-Deposit, 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. Users of E-Deposit have qualification requirements, and we reserve the right to change the qualifications at any time with prior notice. We reserve the right to change, suspend or discontinue E-Deposit, in whole or in part, or your use of E-Deposit, in whole or in part, immediately and at any time without prior notice to you.

**Method of Communication.** The primary method of communication to the User for E-Deposit services will be via email. You agree to provide ORUEFCU with a valid email address and current contact information.

**Charges or Fees.** As of the date of this agreement, there is no charge for E-Deposit. ORUEFCU reserves the right to charge fees for E-Deposit in the future.

**Eligible Items.** You agree that you will not use E-Deposit to scan and deposit any checks or other items as shown below:

- a. Checks payable to any other person or entity other than the account holder.
- b. Checks containing obvious alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on the check is drawn and that all signatures are authentic and authorized.
- c. Checks drawn on a financial institution located outside the United States.
- d. Checks not payable in United States currency.
- e. Checks dated more than six months prior to the date of deposit or postdated.

**Image Quality.** The image of a check item transmitted to ORUEFCU using E-Deposit must be legible. If not, it will be rejected and must be resubmitted.

**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the E-Deposit as "For E-Deposit Only" with your member number or as otherwise instructed by ORUEFCU. You agree to follow any and all other procedures and instructions for use of E-Deposit as ORUEFCU establishes.

**Receipt of Items.** We reserve the right to reject any item transmitted through E-Deposit, 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 ORUEFCU that we have received the image. Items received by 3:30pm EST on a Business Day will be applied the same day. Items received on a non-Business Day or after 3:30pm will be applied next Business Day.

**Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using E-Deposit and to modify such limits from time to time.

**Original Checks.** After you receive confirmation that we have received your E-Deposit, you agree to securely store the original check(s) for 60 days and make the original check(s) available to ORUEFCU upon request. After 60 days, you agree to securely destroy them. You agree that you will never re-present the original check.

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## E-Deposit Service Agreement (cont)

**Availability of Funds.** You agree that items transmitted using E-Deposit are not subject to the ORUEFCU Funds Availability policy. We reserve the right to hold funds from deposits submitted using E-Deposit until final collection. ORUEFCU 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 ORUEFCU, in our sole discretion, deems relevant. Our making funds available prior to final collection is not a guarantee that the item will be paid. You understand and agree that you will be responsible for restoring any negative balance that results from lawful return of any deposited item by the paying institution.

**Returned Deposits.** 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 will be assessed a fee in the amount shown on ORUEFCU's current Fee Schedule for a returned deposit item. If you become indebted to ORUEFCU in any way, we can take any funds voluntarily deposited to ORUEFCU accounts in which you have an interest to recover all or part of what you owe without notice and without waiving other collection rights

**Security.** You are solely responsible for the security of any computer and/or wireless device you use to send an E-Deposit. ORUEFCU expressly disclaims any responsibility for the security of hardware, software, wireless communication networks or any equipment, facilities or communication channels we do not own or control.

**Errors.** You agree to notify ORUEFCU of any suspected errors regarding items deposited through the E-Deposit. Unless you notify ORUEFCU following receipt of confirmation, all deposits made through E-Deposit shall be deemed correct, and you are prohibited from bringing a claim against ORUEFCU for such alleged error.

**Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in ORUEFCU's sole discretion.

**Ownership & License.** You agree that ORUEFCU and/or our designated service provider retains all ownership and proprietary rights in E-Deposit, associated content, technology, and website(s). Your use of E-Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use E-Deposit. Without limiting the restriction of the foregoing, you may not use E-Deposit (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to ORUEFCU's business interest, or (iii) to ORUEFCU's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide E-Deposit.

**DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF E-DEPOSIT AND ALL INFORMATION AND CONTENT IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTY THAT E-DEPOSIT (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) OR THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE AND (iv) ANY ERRORS IN E-DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.

**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 LOSS OF PROFITS, GOODWILL, USE, DATE OR OTHER LOSSES RESULTING FROM THE USE OF THE INABILITY TO USE E-DEPOSIT INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS E-DEPOSIT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ORUEFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**User Warranties and Indemnification.** User warrants to ORUEFCU that:

- a. User will only transmit eligible items.
- b. User will not transmit duplicate items.
- c. All information user provides to ORUEFCU is accurate and true.
- d. Items you transmit do not contain viruses.
- e. User will comply with the Agreement and all applicable rules, laws and regulations.
- f. User agrees to indemnify and hold harmless ORUEFCU from any loss for breach of this warranty provision.

**Other Terms.** User may not assign this Agreement. This Agreement is entered into in and shall be governed by the laws of the State of New York and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.