



First Source
Federal Credit Union

First Source Federal Credit Union

4451 Commercial Drive
New Hartford, NY 13413
(315) 735-8571
(800) 735-8571

E-CHECK DEPOSIT SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words “I,” “me,” “my,” “us” and “our” mean, the member that applied for and/or uses any of the e-check Deposit services (“Service”) described in this Disclosure and Agreement. The words “you,” “your,” and “yours” mean the Credit Union. My Application for use of the e-check Deposit service, your notification of approval of my application and my First Source Federal Credit Union Membership and Account Agreement and Disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the Membership and Account Agreement, this Disclosure and Agreement will control.

Use of the Services. Following my acceptance of this agreement, I am authorized by you to remotely deposit paper checks through the e-check Deposit application. I can remotely deposit checks I receive to my account with you (the “Account”) by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements set forth by the Credit Union. (First Source Federal Credit Union iOS Application version 3.0.953.1 or higher, Android Application version 3.0.964.001 or higher and/or a TWAIN compliant scanner for desktop use. If using a digital camera for desktop use, acceptable formats may include .gif, .png, or .jpg.) Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via onscreen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors. I understand that I am responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

Compliance with Law. I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

Check Requirements. Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check with my signature. My endorsement will also include the words First Source FCU and Mobile Deposit. The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) 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 for the check will meet the standards for image quality established by the American National Standards



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Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Acceptance and Rejection of Check Images. You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my Account due to an item being returned. Check Images are posted to my account the same day you accept them for deposit to my account. A Check Image is accepted for deposit to my account when the Check Image transaction appears as “deposited” to my Deposit History. I am responsible to determine whether a Check Image has been accepted by you and deposited to my account by checking its status under the, “Held for Review” option located in the e-check Deposit menu of options.

Items Returned Unpaid. A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

Email Address. I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items or communicate to me regarding any remote deposit items, if necessary.

Unavailability of Services. I understand and agree that the Services may at times be temporarily unavailable due to the Credit Union’s system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or through your ATMs. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

Business Days and Hours. First Source Federal Credit Union’s business days and hours are Monday through Friday 8:00 am – 5:00 pm, Saturdays 8:00 am – 12:00 pm, excluding Federal holidays or days that the Credit Union has designated closed for business.

Mailing Address: First Source Federal Credit Union
4451 Commercial Drive
New Hartford, NY 13413

Email address: Secure messages can be sent in the Message Center within Online or Mobile Banking or at membermail@fsource.org

Funds Availability. I understand and agree that, for purposes of deposits made using the Services, the place of deposit is New Hartford, NY. With regard to the availability of deposits made using the Services, such funds will be available as set forth below.

Ability to Withdrawal Funds. I agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item I transmit through the Service is received and accepted for deposit, you consider that day to be the day of my deposit. If an item is being held for review you will consider the deposit to be made on the business day that the item is reviewed and accepted. At that time funds deposited using the Services will generally be made available immediately but could be held up to an additional two business days or longer from the date that the item is accepted for deposit. The



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Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of my relationship with you, transaction and experience information, and such other factors as the Credit Union, in its sole discretion, deems relevant.

Special Endorsement Standards. The Federal Law regarding funds availability requires the Financial Institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing my deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by me for endorsements or any other markings. You will not be responsible for any damages incurred in the event I deposit an item that is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by me or a prior endorser on the back of the check.

Internal Controls and Audit. e-check Deposit limits may change at any time without any prior notification. First Source Federal Credit Union reserves the right to revoke this service, reject or adjust any deposits upon submission of the scanned items.

Accountholder's Responsibilities. I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

- 1) Each image of a check transmitted to you 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) I will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- 4) Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
- 5) I have instituted procedures to ensure that 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) I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 7) I have not knowingly failed to communicate any material information to you.
- 8) I have possession of each original check deposited using the Services and no party will submit the original check for payment.
- 9) Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

Storage of Original Checks. I must securely store each original check and agree to retain the check for at least 7 business days from the date that the image is accepted for deposit. After 7 days, I agree to destroy the check that I transmitted as an image, mark it "VOID" or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, I agree to promptly provide it to the Credit Union upon request. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

Securing Images. For Mobile Devices: When using e-check Deposit, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I



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agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application. Desktop and Digital Cameras: When using e-check Deposit, I understand that check images saved on my desktop or digital camera remain stored after they have been accepted by you and to maintain security I should delete or purge them from the desktop or digital camera. I will hold the original check for 7 days as required by this agreement.

Accountholder's Indemnification Obligation. I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

In Case of Errors. In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach as set forth below.

Telephone you at: 315.735.8571 or 800.735.8571

Or

E-mail you through the Message Center within Online or Mobile Banking or at
membermail@fsource.org

Limitation of Liability. I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

Charges for Use of the Services. All related charges associated with the Services are disclosed in your Fee Schedule.

Warranties. I UNDERSTAND THAT FIRST SOURCE FEDERAL CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FIRST SOURCE FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR FIRST SOURCE FEDERAL CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms. You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

Termination of the Services. I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time without notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

Relationship to Other Disclosures. The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.



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Governing Law. I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of New York, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of New York.

Periodic Statement. Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than 60 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

Limitations on Frequency and Dollar Amount. I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

Unacceptable Deposits. I understand and agree that I am not permitted to deposit the following items using the Services:

- 1) Any item drawn on my account or my affiliate's account.
- 2) Any item that is stamped with a "non-negotiable" watermark.
- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is "stale dated" or "postdated."
- 7) Savings Bonds
- 8) Any third party check, item(s) made payable to someone other than myself or other authorized signers on the account
- 9) Any item with a restrictive endorsement

Confidentiality. I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

Effective: Sept 2019