

Remote Deposit Capture Terms & Conditions

Definitions: Remote deposit capture (“Services”) is a secure online service that allows you to deposit checks into eligible Bethlehem 1st FCU accounts from a remote location. A check can be photographed with the camera feature on a Smartphone. The images and associated deposit information are delivered to Bethlehem 1st FCU electronically.

Acceptance of these Terms: Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Bethlehem 1st FCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

Eligibility: To be eligible for Remote Deposit Capture, you must:

- Have accepted the Terms and Conditions
- Have a consumer checking account that has been active for at least 90 days; businesses, organizations, clubs and affiliations are not eligible
- Be a member whose deposit and loan accounts are in good standing

We will determine whether you are eligible for Services in our sole discretion. We may suspend or terminate your use of the Services at any time and without prior notice to you. If you violate the terms of the Services, then we also may use such actions as a basis to terminate your account relationship with us. Eligibility is not guaranteed.

Limitations of Service: When using the Services, 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. Some of the 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 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.

Fees: Currently, there is no fee or charge assessed by us for you to enroll in or use the Mobile Deposit Capture Service. We may, upon at least 30 days notice to you, charge a fee for use of the service. If you continue to use the Services after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at Bethlehem 1st FCU from which fees for the Services will be debited. If the account is closed, or if the account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us. Mobile carrier fees may apply. In the event an item that you deposited is returned for any reason, you may be subject to Return Item fees.

Devices: The following devices can be used to facilitate Remote Deposit Capture:

Google Android models

- Android (Froyo) 2.2 or newer
- Cameras with 2.0+ Megapixel resolution and autofocus
- Either touch screen or keyboard phones

iPhone 3GS, 4, 4S, 5, 5S, 5C, 6 and 6 Plus models

- Apple iOS 6.0 or newer

Note: *The iPhone 3G is no longer supported on the newest version of Apple’s OS. Any current users that have already downloaded the APP on their phone will continue to be able to use it (and use Mobile Capture once activated), but no new users will be able to enroll for Mobiliti with an iPhone 3G.*

Security of Your Mobile Device and Account Information: You are responsible for maintaining the confidentiality and security of your Access Information including Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Services. You agree not to supply your Access Information to anyone. You are responsible for preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Services. You will be responsible for all electronic communications, including image transmissions, email and other data entered using the Access Information. Any communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices.

Eligible Items for Deposit: Bethlehem 1st FCU accepts only checks drawn on a U.S. financial institution in U.S. dollars. This includes:

- Personal Checks
- Corporate/business checks
- Cashier's checks
- Government checks

You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks.
- Checks or items not payable in United States currency.
- Traveler's checks or savings bonds.
- Checks or items dated more than 6 months prior to the date of deposit.

We reserve right to reject any item.

Endorsements: Checks submitted for mobile deposit must be properly endorsed. Those not containing the proper endorsement will be returned. Checks being submitted for deposit must be signed and contain the following endorsement: **"For B1FCU mobile deposit only."**

Image Quality: The image of an item transmitted to Bethlehem 1st FCU using the Services must be legible. The image quality of the item(s) must comply with the requirements established from time to time by ANSI (American National Standards Institute), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. Checks should be placed on a dark or contrasting background, ensuring the image is in focus and the four corners of the check are visible inside the guideline box.

Disposal of Transmitted Items: Upon your receipt of a confirmation from Bethlehem 1st FCU that we have received an image that you have transmitted, 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 by marking it "VOID" or otherwise rendering it incapable of further transmission, deposit, or presentment.

Time Frame: You can deposit checks at any time. If you make a mobile deposit before 4pm ET on a Business Day, it will be posted to your account by 8pm the same day if "accepted." Deposits made on a Business Day after 4pm ET will be considered to be made on the next Business Day. To avoid Return Item fees, you should check account history to confirm the check was posted.

Availability of Funds: You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after Bethlehem 1st FCU receives payment for the funds submitted. Funds availability will be 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 Bethlehem 1st FCU deems relevant. Bethlehem 1st FCU may delay funds availability at its sole discretion. To avoid overdraft, check balances for funds availability.

Deposit Limit: Only one check may be deposited at a time. **The maximum dollar amount per mobile deposit is \$2,500.00.** The maximum total dollar amount of all mobile deposits is \$2,500.00 per day. The maximum total dollar amount of all mobile deposits is \$5,000.00 per month. If you attempt to initiate a deposit in excess of the limits, we may reject your deposit. If we permit you to deposit in excess of these limits such deposit will still be subject to the terms of this agreement, and we will not be obligated to allow such a deposit at other times.

Error: You agree to notify Bethlehem 1st FCU of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Bethlehem 1st FCU account statement is sent. Unless you notify Bethlehem 1st FCU within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Bethlehem 1st FCU for such alleged error.

Indemnification:

You certify to Bethlehem 1st FCU that:

- You will only transmit eligible items
- Images will meet the image quality standards
- You will not transmit duplicate items
- You will not deposit or represent the original item
- All information you provide to Bethlehem 1st FCU is accurate and true
- You will comply with this Agreements and all applicable rules, laws and regulations

Termination: We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes, or you use the Services in a manner inconsistent with the terms of any agreement with us.

DISCLAIMER OF WARRANTIES: YOU AGREE 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 THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES 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, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BETHELEHEM 1st FCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.