

Broadview Federal Credit Union Remote Deposit Capture Agreement

This Remote Deposit Capture Agreement (as amended and/or supplemented, this “Agreement”) governs Broadview Federal Credit Union (“we”, “us”, or “Broadview”) your use of Broadview’s iTeller Home and iTeller On The Go (each a “Service” and collectively the “Services”). Broadview offers the Services only in association with one or more deposit accounts maintained by you at Broadview. The provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements that govern any account maintained by you at Broadview or any other Broadview services utilized by you (whether now or in the future). Your use of the Services is your acknowledgement of and acceptance of the terms of this Agreement.

A. The Services

iTeller Home. iTeller Home allows you to make deposits to your Broadview checking or savings account remotely by capturing an image of a check with a desktop scanner and then transmitting the image of such check, through Broadview Online, to us in compliance with our requirements. If we accept the image for collection, we will then attempt to collect the item by presenting the image or converting the image to a substitute check. Unlike traditional check deposits, you retain the original paper check when you use iTeller Home. The manner in which these substitute checks or images are cleared, presented for payment, and collected will be determined by us in our sole discretion. We may change, modify, add, or remove all or portions of iTeller Home functionality at any time, with or without notice to you.

iTeller On The Go. iTeller On The Go allows you to make deposits to your Broadview checking or savings account remotely by capturing an image of a check with your mobile device and Broadview’s mobile app to transmit the image of such check to us in compliance with our requirements, as provided herein. If we accept the image for collection, we will then attempt to collect the item by presenting the image or converting the image to a substitute check. Unlike traditional check deposits, you retain the original paper check when you use iTeller On The Go. The manner in which these substitute checks or images are cleared, presented for payment, and collected will be determined by us in our sole discretion. We may change, modify, add, or remove all or portions of iTeller On The Go functionality at any time, with or without notice to you.

B. Eligibility

We will determine whether you are eligible for the 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 Agreement or your usage results in a financial loss to Broadview, then we also may use such actions as a basis to deny this and other services to you, up to and including termination of your account relationship with us.

C. Fees

There is no charge to use the Services; however, we reserve the right to charge a fee in the future, upon notice to you, if required by applicable law. Other fees may apply to your use of the Services. Such fees may include, but are not limited to, returned checks and overdraft charges. See the current Fee Schedule or Business Banking Fee Schedule for additional details.

D. Limits

We impose a limit on the dollar amount of deposits you make through the Services. The limit will be determined based on your relationship with Broadview. We may change such limit at any time, in our sole discretion. You may send multiple items to Broadview throughout the day. You shall not make deposits in excess of the deposit limit. You may view your Daily Deposit Limit at any time within Broadview's Mobile app or Broadview Online. To view your daily deposit limit within the Broadview Mobile App, click on "DEPOSIT" and the limit is shown under Amount. To view your daily deposit limit within Broadview Online, click on DEPOSIT and the limit is shown under Check Amount. The amount shown is the limit currently available taking into consideration any deposits already made through the Services that day.

To be eligible for processing on the day transmitted, item(s) must be received by Broadview in accordance with all requirements contained in this Agreement, no later than 4:00 P.M. EST on Monday – Friday and successfully pass the edits for conformity with the image processing requirements, as determined by Broadview, in its sole discretion. (Funds deposited and accepted by 11 a.m. EST Monday through Friday (excluding holidays) will be available by 12:30 p.m. that same day and funds deposited and accepted by 4 p.m. EST Monday through Friday (excluding holidays) will be available by 6 p.m. EST that same day. Deposits made after 4 p.m. EST will be available at 12:30 p.m. EST the following business day)

E. Technical Requirements

You agree that in order to use the Services, your hardware and software and/or mobile phone (collectively, "Equipment"), as applicable, must meet the current technical requirements we specify, which may change from time to time, but at a minimum you must have (i) supported operating system (as provided below) with an accessible scanner for iTeller Home or camera for iTeller On the Go; (ii) the ability to use an approved Internet browser (as provided below) for iTeller Home or Android or Apple apps for iTeller On the Go; and (iii) have access to the Internet. When using the Services, you may experience technical or other difficulties, including, without limitation, problems with your Equipment, Internet connectivity, or transmission problems. We are not responsible for such technical or other difficulties. Each image of a check you attempt to deposit using the Services must be legible, as determined by us. If your Equipment produces check images that we determine are not of acceptable quality, we may reject your deposit. We are not responsible for problems arising out of your Equipment or Internet connections even if you are using Equipment that meets our technical requirements.

User System Requirements the Services

Approved Operating Systems

- Windows: versions that are still supported by Microsoft
- OSX: versions that are still supported by Apple
- Android: v6.0 and above
- IOS: the last two (2) major releases

Approved Internet Browsers

- Google Chrome: Latest two (2) versions
- Firefox: Latest two (2) versions
- Microsoft Edge: Latest two (2) versions
- Safari: Last two (2) major versions or one (1) major version if over one (1) year old
- Chrome for Android: Last two (2) major releases
- Mobile Safari for IOS: Last two (2) major releases

F. Security Interest

As allowed by law, you grant Broadview a security interest in all Accounts or other deposits at Broadview in which you have an interest (whether general or special), and in all funds in such Accounts or other deposits, to secure your obligations to Broadview under this Agreement. This security interest will survive termination of this Agreement. Broadview may hold any of your funds on deposit with Broadview after termination of this Agreement for up to forty-five (45) calendar days following the expiration of any return or chargeback rights regarding any check processed by you using the Services or, if later, until any other claims to such funds have expired.

G. Prohibited Checks or Items

We may decline to accept any image of a check you submit through the Services, in our sole discretion. Without limiting that discretion, you agree that you will only seek to deposit “checks,” as that term is defined in the Federal Reserve Board’s Regulation CC, 12 C.F.R. Part 229, that are collectible (i.e., properly payable) through the Services. You agree that you will not capture and attempt to deposit any of the following:

1. Checks payable to any person or entity other than you;
2. Checks that are prohibited by Broadview’s then current procedures pertaining to the Service or are in violation of any law, rule, or regulation;

3. Checks containing alterations to any of the fields on the front or back of the check;
4. Fraudulent checks, or checks that you should have known were fraudulent;
5. Checks that have been previously deposited at Broadview or at another institution via physical item, image, or electronic funds transfer;
6. Checks from financial institutions located outside of the U.S.;
7. Checks that are not payable in U.S. dollars;
8. Checks that are more than six (6) months old;
9. Substitute checks or Image Replacement Document “IRD” (as defined in Regulation CC);
10. Remotely created checks, as defined in Regulation CC (checks that, among other things, do not bear the signature of the person on whose account the check is drawn);
11. Checks that have been previously endorsed by Broadview and are either “substitute checks” (as defined by Regulation CC or other applicable federal law or regulation) or “image replacement documents” that purport to be substitute checks, without Broadview’s prior written consent;
12. Travelers checks, savings bonds, money orders or postal money orders;
13. Non-negotiable instruments, such as promissory notes;
14. Any item that is purported to be a lottery or prize winning;
15. Checks drawn on any of your Broadview account(s); or

If you deposit a check as described in (1) through (15) above, you agree to indemnify and reimburse Broadview for, and hold Broadview harmless from and against, any and all losses, costs, and expenses (including reasonable attorneys fees) Broadview may incur in connection with such deposit.

H. Endorsement

You shall properly endorse any check to be deposited using the Services. The back of each deposited check must include the following: (a) the words “For Broadview Mobile Deposit”; (b) the account number to which the item is being deposited; (c) the date deposit is made in the format: mm/dd/yyyy; and (d) payee’s endorsement(s). Checks that are not endorsed in accordance with this provision may be rejected.

I. Images and MICR Quality

Each check image transmitted by you to Broadview shall contain images of the front and the back of the deposited check, captured using a mobile device and Broadview’s mobile app or scanned (as applicable). Each image of each deposited check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

1. the amount of the check;

2. the payee of the check;
3. the signature of the drawer of the check;
4. the date of the check;
5. the check number;
6. the information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line; and
7. all 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.

Each image shall also meet all standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association. You shall also capture and transmit to Broadview the full-field MICR encoding on each deposited check. In accordance with the Procedures, you shall ensure that the following information is captured from the MICR line of each check: (aa) the American Bankers Association routing transit number ("RTN"); (bb) the number of the account on which the check is drawn; (cc) when encoded, the amount of the check; and (dd) when encoded, the serial number and the process control field of the check.

J. Securing Images on Mobile Devices or Computer (each a "Device")

When using the Services, you understand that check images captured using your Device or scanner are stored on the Device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your Device remains securely in your possession until the deposit has been completed or to delete the associated images from the Device.

K. Receipt of Check Image

We are not responsible for check images we do not receive or that are dropped during transmission. A check image will be deemed received by us only when we provide an online confirmation receipt to you that we have received your check image. When we confirm receipt of your check image, the image will still be subject to review before we submit it for collection and may still be rejected for any reason, in our sole discretion. A confirmation is not a representation, warranty, or other indication that the check image will be presented for collection or will be honored by any collecting or paying financial institution. If we reject a check image received through the Services, then you may submit the original check by bringing it to one of our branches for processing unless we instruct you otherwise, or you may want to contact the drawer and have them reissue the check and the original check should be destroyed. If you do submit the original check for processing, we reserve the right to refuse to process it and may instead require you to have the check reissued.

L. Maintenance and Destruction of Original Check

Once your check image has been credited to your account, you must mark the original check as “VOID” and retain the check for forty-five (45) days. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. During this forty-five (45) day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original paper check available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your account, regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees. Immediately after this forty-five (45) day period, you must destroy the original paper check using commercially reasonable methods approved by Broadview.

M. Indemnification

In addition to the other indemnification provisions set forth in this Agreement, you agree to indemnify, defend and hold Broadview harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys’ fees), or other losses that arise from or relate to your use of the Services or your breach of the representations, warranties, or covenants set forth in this Agreement, including without limitation, your attempt to duplicate the presentation of a check image via presentation of the original check or an image or substitute check derived from the original check and any liability that we may incur for processing an image or substitute check rather than the original paper check.

N. Return Items

You understand that we may convert checks you deposit through the Services into substitute checks, images, or ACH entries. As a result, in the event that your deposited check is returned unpaid, you will only receive a copy of the substitute check or image, or in the case of ACH entries, the Automated Clearinghouse information.

O. Funds Availability

Broadview shall provisionally credit your account within one (1) business day of acceptance of the deposited check. As used herein, “Provisional Credit” means that the credit is made to your account subject to final payment of the deposited check(s). You and Broadview agree that Subpart B of Regulation CC and Broadview’s Funds Availability Policy do not apply to items deposited using the Services. However, we generally apply the Funds Availability Schedule as outlined in the Member Benefits Guide or the Business Benefits Guide to check images received through the Services as if we had received the original paper check. However, in addition to the exceptions specified, we may delay availability of funds from any deposit you make through the

Services, at any time, in our sole discretion, including due to any concern we may have regarding our ability to collect based upon any check image that you present.

P. Acceptable Use of the Services

You must fully comply with the Agreement and all applicable laws, rules, and regulations when you use the Services. If you breach the Agreement, we may immediately terminate your authority to use the Services. You may use the Services only for personal and small business services. You may not use the Services for commercial business purposes.

Q. Your Representations and Warranties

Each time you capture and submit check images of the front and back of the original check for deposit through the Services, you represent and warrant that:

1. Checks Deposited - You shall only deposit checks that are authorized by this Agreement and the Procedures and that do not contain any alterations. You will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules, and regulations.
2. Assistance - You will provide all reasonable assistance to Broadview and its processors as related to the use and delivery of the Services as set forth herein.
3. Endorsements - Each item bears all applicable endorsements and is in a format approved by Broadview.
4. Image Quality - Each image transmitted by you to Broadview contains an accurate representation of the front and the back of each deposited check and complies with the requirements of this Agreement;
5. Accuracy of Information - All data and other information submitted by you to Broadview, including, but not limited to, data contained in the MICR line of each check is complete and accurate and complies with the requirements of this Agreement;
6. No Duplicates - You will not: (i) create duplicate images of the deposited checks; (ii) transmit a duplicate image to Broadview; or (iii) deposit or otherwise negotiate the original of any check of which an image was created. You further warrant that no subsequent transferee, including but not limited to Broadview, a collecting or returning financial institution, drawer, drawee, payee or endorser, will be asked to pay the original check from which the image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the check(s);
7. No Loss - No Subsequent transferees of the deposited check(s), including but not limited to Broadview, a collecting or returning financial institution, drawer, drawee, payee, or endorser, shall sustain a loss as the result of the fact that the check image was presented for payment or returned instead of the original check;
8. Information - If applicable, all information provided by you to Broadview is true, complete, and accurate and properly reflects your business, financial condition, and

principal partners, owners or officers. You are not engaged in, or affiliated with, any businesses, products, or methods of selling other than those disclosed by you to Broadview;

9. Authority and Legality - (i) You are authorized to enter into, and perform your obligations under this Agreement; (ii) the person accepting this Agreement on your behalf is duly authorized to execute this Agreement; (iii) this Agreement is valid and enforceable against you; and (iv) your entry into, and performance of, this Agreement will not violate any law, or conflict with any other agreement, to which you are subject; (v) you will only use the Services for lawful purposes and in compliance with all applicable laws, rules, and regulations;
10. Transactions - (i) All your checks and transactions are, and will be, bona fide; (ii) all signatures on checks are authentic and authorized; (iii) you are a person authorized to collect each check transmitted or are authorized to obtain payment of each check transmitted on behalf of a person entitled to collect such transmitted check; (iv) any check transmitted has not been altered; (v) you will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, such check (either the original check, or a paper or electronic representation of the original check) such that the person will be asked to make payment based on a check that has already paid;
11. Prohibited - No check image is of any of the prohibited items listed in Section G above;
12. Rule Compliance – You shall submit checks and files in compliance with this Agreement, the Procedures, applicable law, and the Rules (as defined in Section R).
13. Computer Virus - No deposited checks or files contain any computer viruses or other harmful, intrusive, or invasive codes.

R. Laws, Rules, Regulations

You agree to comply with all existing and future operating procedures required by Broadview for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars, and pronouncements affecting checks, drafts, and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission (“FTC”), the Board of Governors of the Federal Reserve, National Check Exchange (“NCE”), Small Value Payments Member (“SVPCo”), Viewpointe, Endpoint Exchange, the National Automated Clearing House Association (“NACHA”), Electronic Check Clearing House Organization (“ECCHO”) and any other clearinghouse or other organization of which Broadview is a member or to which rules Broadview has agreed to be bound. These procedures, rules, regulations, and laws (collectively the “Rules”) are incorporated herein by reference. In the event of conflict between this Agreement and the Rules, the Rules will control.

S. Amendments

Broadview shall not be bound by any modification of this Agreement unless Broadview expressly agrees to the modification in writing. The Agreement may be modified by Broadview at any time, without prior notice. This Agreement supersedes all prior agreements and amendments.

T. Confirmation: Account Reconciliation

Broadview will provide notice of receipt of deposits to your Account on the periodic statement for such Account. You are responsible for detecting and reporting to Broadview any discrepancy between your records and the records Broadview provides to you. If you do not detect and notify Broadview of such a discrepancy within sixty (60) days of your receipt of any terminal printout, mailed report, or periodic statement (each a "Report"), whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against Broadview.

U. No Warranty

Your use of the Services is at your sole risk. Services are provided on an "as is" and "as available" basis. Broadview expressly disclaims all warranties of any kind as to the Services, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

V. Limitation of Liability

We will not be liable for any direct, special, indirect, punitive, or consequential damages, including without limitation lost profits or revenues resulting from your use or inability to use the Services, even if we are advised in advance of the possibility of such damages.

W. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the New York, without reference to its conflict of laws provisions, and applicable federal law.

X. Notices

Any notice required hereunder shall be sent by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically, or by any other means agreed upon by both parties. If notice is going to Broadview, it must be sent to; Broadview, 700 Patroon Creek Blvd, Albany, New York 12206 and, if to you, at the most recent address shown for you in Broadview's records. You may also contact Broadview at 800-727-3328.