

## ***e-Posit*<sup>™</sup> Service Agreement**

This Agreement governs your ability to use *e-Posit*<sup>™</sup> Online and *e-Posit*<sup>™</sup> Mobile, collectively ("*e-Posit*<sup>™</sup>") the remote check deposit service provided to you by Utilities Employees Credit Union ("UECU"). As used in this Agreement, the terms "Credit Union," "we," "us," and "our" refer to UECU. The terms "you" or "your" refer to the account holder(s) authorized by the Credit Union to use *e-Posit*<sup>™</sup>, all persons authorized to sign on the account holders' deposit accounts, and anyone else who uses the service with the permission of the account holder(s). By using *e-Posit*<sup>™</sup>, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

### **Eligibility**

*e-Posit*<sup>™</sup> is available to UECU members in good standing, 13 years and older, who are U.S. residents. A member in good standing has not caused UECU a loss and has never had a UECU checking account closed or other Credit Union service denied or terminated for cause. The service is not available to business (except Sole Proprietorship), nonprofit, estate and representative payee accounts. *e-Posit*<sup>™</sup> is available only through the UECU's *Advantages Online*<sup>™</sup> Home and Mobile Banking service. By using this service, you authorize UECU to periodically request a credit file from a third party to determine your continued eligibility for this service.

### **Additional Requirements**

To maintain access to *e-Posit*<sup>™</sup> you must also meet the following criteria. Failure to meet the requirements will cause a suspension of the *e-Posit*<sup>™</sup> service.

- You must provide UECU with and maintain a valid e-mail address.
- You must have a current street address on file (no returned mail).
- You have not been in a negative deposit balance condition for more than 15 days within the last six months on all UECU deposit accounts.
- You are not currently 30 days or more past due on any UECU loan, line of credit, or VISA® card account.

### **Ineligible Deposit Destination Accounts**

Deposits are not accepted into *Green Light Checking*<sup>™</sup>, *MyPay*<sup>™</sup>, Certificates of Deposit (CD), Individual Retirement (IRA), or Health Savings (HSA) accounts.

### **Acceptable Deposits**

- Your checks must be payable to UECU or a named owner on the account or, if payable to a third party, properly endorsed to an owner on the account.
- Cashiers' checks, Certified checks, Teller checks, U.S. Treasury checks, Travelers Checks, Money Orders, and state or local government checks must be payable to a named account owner or UECU. If a check is payable to multiple parties with the designation of "and," all payees must endorse the check.
- Checks must be a negotiable item, payable in US dollars, drawn on a financial institution physically located in the United States, and must contain a MICR line (special characters printed on the bottom of the check that contain routing number and account number associated with the check).

### **Unacceptable Deposits**

- POST DATED CHECKS – checks dated after the deposit date.
- STALE DATED CHECKS – checks dated more than 180 days prior to the deposit date.
- CHECKS PAYABLE TO CASH – a check made payable to "cash" will not be processed.
- FOREIGN CHECKS – checks issued by a financial institution in another country or checks payable in a foreign currency.
- CREDIT UNION CHECK DRAWN ON SAME PERSONAL ACCOUNT – check drawn on the same account that the deposit is going to.
- INCOMPLETE ITEMS – An incomplete item is any item that does not contain signature of the maker(s), endorsement signatures, or is missing any information required during the online deposit session.
- ALTERED CHECKS – an altered check is any check that contains evidence of a change (correction fluid, crossed out amounts, etc.) to information on the face of the check.
- MISSING ENDORSEMENT – checks payable to a member(s) must be properly endorsed.

## Availability of Funds

Deposits to Checking Accounts (excluding *Green Light Checking*<sup>™</sup> and *MyPay*<sup>™</sup> accounts) and MoneyMarket Savings --You may have immediate availability up to \$1,500 from *e-Posit*<sup>™</sup>; amount of immediate availability is based upon your credit history and overall relationship with UECU and may change periodically. If you have immediate access to funds, the specific amount will be displayed at the time of your deposit. *E-posit*<sup>™</sup> items that are received and posted by the Credit Union will refresh your available *e-posit*<sup>™</sup> limit. Any check amounts entered after your immediate availability limit is reached will be posted upon review by UECU (*e-posit*<sup>™</sup> Mobile) or upon receipt in the mail (*e-posit*<sup>™</sup> Online) and made available in accordance with UECU Check Clearing Policy and Availability of Funds Notice. Deposit amounts are subject to verification and all items credited to your account are provisional until we receive final payment.

Deposits to Savings Accounts – There is no immediate availability. Any check amounts entered will be posted upon review by UECU or upon receipt in the mail and made available in accordance with UECU Funds Availability Policy.

## Processing times

Deposits completed through *e-Posit*<sup>™</sup> will be processed on business days. Our business days are Monday through Friday. Weekends and Federal Holidays are not included. Deposits completed after 2:00 PM Eastern Time or on a non-business day will be considered received on the following business day.

## Fees

Fees related to *e-Posit*<sup>™</sup>:

- Returned Deposited Check Fee --- refer to UECU Fee Schedule.
- Deposit Adjustment Fee --- Check(s) amount does not match batch total amount; or Receipt of Unacceptable Deposit --- \$5.00
- Check(s) Not Received within 10 business days (*e-Posit*<sup>™</sup> Online) of entry date --- \$15.00

## *e-Posit*<sup>™</sup> Online

Definition: A service available via *Advantages Online*<sup>™</sup> home banking through which members can electronically deposit a check by entering the check information online. The member is then required to mail UECU the physical check.

### *e-Posit*<sup>™</sup> Online Deposit Requirements

- You agree to mail the checks in each *e-Posit*<sup>™</sup> Online deposit no later than one business day after the date that you completed your online deposit session.
- If your checks are not received within 10 business days of an *e-Posit*<sup>™</sup> Online entry date, your eligibility for the service will be terminated.

You will receive a Batch ID number for each *e-Posit*<sup>™</sup> Online transaction. If your deposit is not accepted during the review process you will receive an email notification. You may view *e-Posit*<sup>™</sup> Online transaction status using *Advantages Online*<sup>™</sup>.

Online Deposits Not Received or Missing. If the online deposit physical items are not received by the Credit Union within the 10 business day period and the deposit total has been expended, the Credit Union may: (a) setoff the deposit total against any existing depository accounts; and/or (b) treat the deposit as an advance on any existing credit line that the member may have available with the Credit Union; if treating the deposit total as a credit line advance would cause the credit balance to exceed the credit limit, the deposit total will be considered to be an overextension recoverable according to the terms of the applicable credit line agreement; (c) reverse the deposit total and collect the negative balance pursuant to applicable law.

Termination of Service. Your service will be terminated if the online deposit physical items are not received by the Credit Union within 10 business days of an *e-Posit*<sup>™</sup> Online entry date or you cause UECU a loss. Any abuse or attempted abuse of *e-Posit*<sup>™</sup> Online will result in termination of all *e-Posit*<sup>™</sup> services.

## ***e-Posit™ Mobile***

**Definition:** A service available via *Advantages Online™* mobile banking through which members are able to electronically deposit a check by using a mobile device to photograph their check. The physical check is not to be mailed in and is to be retained by the member.

### ***e-Posit™ Mobile Deposit Requirements***

- You must have a mobile device with Internet access and a digital camera. Minimum device operating systems for Mobile Banking app are iOS 5.0 or newer for Apple devices and Android 3.0 or newer for Android devices.

**Mobile Deposit Process.** You may log into *e-Posit™ Mobile* using the *Advantages Online™ Mobile Banking* application to access the check deposit tool in which you select the deposit account, enter the check dollar amount and take a digital photograph of both sides of the physical check you wish to deposit. Be sure to include the words "For mobile deposit only" in the endorsement section on the back of your check. If the images are acceptable and the amount entered equals the amount written on the check, you will then be asked to confirm your information and submit the deposit. When the image and information are successfully submitted, you will receive an on-screen confirmation of the deposit, which includes a Batch ID reference number.

If your deposit is not accepted during the review process, you will receive an email notification. You may check the status of a deposit in *Advantages Online™*.

**Transaction Limits.** Deposits through *e-Posit™ Mobile* are subject to monthly limits in the total dollar amount that may be deposited. Your limit is based on your credit history and overall relationship with UECU and may change periodically, at the Credit Union's discretion. The amount of your available monthly limit will be displayed to you during the *e-Posit™ Services* session. The range of monthly deposit limits is \$500.00 - \$10,000.00. If your deposit exceeds your assigned limit, your deposit will not be accepted through *e-Posit™ Mobile*. If this occurs, you may utilize *e-Posit™ Online* and mail in your check, visit the UECU branch or an ATM (not all ATMs offer check deposit services), or simply mail in your check to make your deposit. The fact that a deposit is within your available transaction limit does not mean that a deposit will necessarily be accepted.

**Check Standards.** You agree and warrant with respect to each image of an original check that you transmit to UECU using the *e-Posit™ Mobile* service:

- Each image of a check transmitted to UECU is a true and accurate rendition of the front and back of the original check, without any alteration.
- The amount, payee, signature(s), date and endorsement(s) on the original check are legible, genuine, and accurate.
- Other than the digital image of an original check that you remotely deposit through *e-Posit™ Mobile* service, there are no other duplicate images of the original check.
- You have not and will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, return of, or otherwise be charged for, 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 that has already been paid.
- To the best of your knowledge, the original check is not fraudulent or otherwise unauthorized by the owner of the account on which the check is drawn.

**Right to Reject, Reverse, or Adjust Deposits.** If a check does not meet UECU's check or image standards, UECU reserves the right to reject your deposit or, alternatively, withdraw the deposit from your account after you complete the deposit. Additionally, UECU reserves the right to adjust your deposit after you have submitted it for processing to correct mistakes in the value of the check deposited or for mistakes in encoding. UECU's acceptance of a deposit through *e-Posit™ Mobile* does not constitute a guarantee that the deposit meets UECU's check and image standards, is a legitimate check, or will be paid by the clearing financial institution. As account owner, you accept responsibility of all checks deposited into your account. If a check is not paid by the clearing institution, UECU will reverse the deposit from your account and you will be responsible for any losses, fees, and/or negative balances that result from such a reversal. Account fees are set forth in the Fee Schedule. If you are concerned that a check will not be paid, UECU encourages you to negotiate the check directly with the financial institution it is drawn upon.

Check Retention. Upon completion of your deposit, you will need to retain the physical check for 14 calendar days. You agree that you will provide the physical check to UECU if requested during the retention period. If you fail to retain the physical check for any reason during the retention period, you will be responsible for any losses that result from the lack of the physical check, which may include the full amount of the deposit and any fees that may result. Following the end of the 14 calendar day check retention period, you will be responsible for destroying the original check. You agree to destroy and dispose of the original checks with a high degree of care to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction, and disposal process.

To protect the security of your deposit, it is recommended that you:

- Write "For Mobile Deposit" on the back of the check below your endorsement(s), in the endorsement section.
- Keep your check in a secured area, such as a locked desk or box, until it is destroyed.
- Use competent shredding equipment when destroying checks after the retention period.

Termination of Service. Your service will be terminated if you cause UECU a loss. Any abuse or attempted abuse of *e-Posit™* Mobile will also result in termination of all *e-Posit™* service.

## Disclosure

### Liability for Unauthorized Use

CONTACT US IMMEDIATELY by telephoning our Member Service Center at 800-288-6423 or 610-927-4000 in the Reading PA area. You may also contact us by sending an email to [Advantages@uecu.org](mailto:Advantages@uecu.org). Refer to the Credit Union's Electronic Funds Transfer Agreement and Disclosure.

### How to Contact Us

In the event of error or question about your *e-Posit™* transaction you may contact UECU as follows:

- Secure Email: In *Advantages Online™* Home Banking, click on the "Messages" option
- Email: [Advantages@uecu.org](mailto:Advantages@uecu.org)
- Phone: Local 610-927-4000 or Toll-Free 800-288-6423
- Mail: Utilities Employees Credit Union, Attn: e-Posit Services, PO Box 14864, Reading, PA 19612-4864.

### Limitation of Our Liability for e-Posit™

*e-Posit™* is generally available twenty-four (24) hours a day, seven (7) days a week, although the system may be unavailable from time to time for maintenance.

If we do not complete a transaction on your account on time or in the correct amount according to our agreement with you and according to your properly entered and transmitted instructions, we will be liable for your losses or damages as required by federal law. Our sole responsibility for an error in a transaction will be to correct the error. You agree that UECU shall not be responsible for damage or loss, whether caused by the software, UECU, or by Internet access providers, online service providers, mobile service providers or by an agent or subcontractor of any of the foregoing. UECU or any service providers we use to offer *e-Posit™* will not be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, mobile device, software, internet browser, or access software. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality, or availability of any mobile device or mobile network which you utilize to access *e-Posit™*. Our liability is limited to the extent permitted by applicable law. We will not be liable for the following:

1. If, through no fault of ours, you do not immediately reimburse the Credit Union by submitting your *e-Posit™* Online deposits within 10 business days, if the deposit contained items that cannot be accepted, or if an item is returned to us unpaid.
2. If your mobile device fails or malfunctions or *e-Posit™ Mobile* was not properly working and such problem should have been apparent when you attempted such transaction.
3. If you used the wrong username and password or you have not properly followed any applicable computer or UECU user instructions for making deposits.
4. If the funds in your *e-Posit™* destination account are subject to legal process, or other claim restricts the transaction.
5. If circumstances and/or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions we have taken. Such circumstances include but are

not limited to computer failure, telecommunications outages, fire, flood, and other natural disasters.

**Authority to Terminate Access**

UECU reserves the right to deny your access to *e-Posit™*, or any service associated with online banking, if you are in default of this agreement, the *Advantages Online™* Agreement, or any agreements with UECU as outlined in your Membership Account Agreement and Disclosures. You agree that UECU may immediately terminate your use of *e-Posit™* without prior notice for any reason.

As a condition of using *e-Posit™*, you warrant to us that you will not use *e-Posit™* for any purpose that is fraudulent or is not permitted, expressly or implicitly, by the terms of this agreement or violates any law, statute, ordinance, or regulation.

**Accountholder's Indemnity**

You agree to indemnify, defend, and hold UECU and its agents, employees, and volunteers harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of *e-Posit™*, any negligent or intentional action or inaction, and/or any breach of this Agreement.

**Amendments and Notices**

UECU may amend *e-Posit™* terms and conditions at any time without notice. UECU reserves the right to cancel, modify, restrict, or terminate *e-Posit™*, or any aspects, features, or eligibility criteria of *e-Posit™* at any time without prior notice, except as may be required by law.

**Governing Law**

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent that there is no applicable federal law or regulation, by the laws of the Commonwealth of Pennsylvania.

AU.AOL.0315 - 07022015