

UTICA GAS & ELECTRIC FEDERAL CREDIT UNION REMOTE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT

The Remote Deposit Capture Service (“Service”) offered by Utica Gas & Electric Federal Credit Union (“Credit Union”, “we”, “us”) to accountholders (“you”, “your”) allows you to remotely deposit paper checks from your mobile device to certain of your Credit Union accounts by electronically transmitting a digital image of the check to the Credit Union.

SYSTEM REQUIREMENTS

In order to use the Service, you must:

- Be enrolled in our Online Banking service and our Mobile Banking application must be installed on your wireless device.
- Have a smart phone with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your carrier for additional information.

FEES

There are no fees for using the Service.

FUNDS AVAILABILITY

For purposes of this Service, the term “Business Day” means Monday, Tuesday, Wednesday, Thursday or Friday; except when those days are holidays or days on which we may be closed due to emergency conditions. Check images received by us **before 3:00 p.m. Eastern Time** on a Business Day will be processed on the same day. Check images received by us after 3:00 p.m. Eastern Time will be processed on the next Business Day.

Our policy is to make funds from an image of an item you submit through the Service available to you on the **second (2nd) business day** after we process your deposit.

DEPOSIT LIMITATIONS

All deposits are subject to later verification by us. We may return or refuse to accept a deposit to your Account using the Service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned.

The current **individual item dollar limit is \$3,000.00** and the **daily aggregate dollar limit is \$3,000.00**. There is no limit on the number of items, as long as the dollar limits are not exceeded.

The following are examples of items **not** accepted for deposit through the Service (this list is not exhaustive):

1. Foreign currency items
2. Savings Bonds
3. Incomplete, altered or illegible items

4. Items dated more than 6 months prior to deposit
5. Third party items (i.e. payable to any person not on the account)
6. "Non-negotiable", "void" or similar items
7. Items previously converted to a substitute check

REQUIREMENTS OF CHECKS TRANSMITTED

Prior to scanning the check, you must add your signature endorsement to the back of the check. You agree to follow all procedures and instructions for use of the Service as the Credit Union may establish from time to time.

You must provide the Credit Union a complete, legible and accurate image of the front of the check showing the name of the payor and signature(s), the paying institution's pre-printed information, MICR line information, the name of the payee and the payment amount.

You must also provide the Credit Union a complete, legible and accurate image of the back of the check showing your signature endorsement.

MEMBER RESPONSIBILITIES

You are responsible for:

1. Transmitting a complete, accurate and legible image of the front and back of the original check without any alteration.
2. Paying any overdraft or insufficient funds fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item or for any item returned unpaid.
3. Ensuring the safekeeping or destruction of the original item after the item has been scanned, transmitted and deposited electronically.

MEMBER WARRANTIES

By using the Service, you represent and warrant that:

1. The item transmitted originated as a paper item payable to you and that you are legally entitled to negotiate it.
2. The original check has not and will not be deposited or otherwise negotiated after transmitting the image through the Service.
3. You will comply with this Disclosure and Agreement and all applicable laws and regulations.
4. Any images transmitted to the Credit Union will not contain any viruses that may adversely impact the Credit Union's system.
5. You agree to indemnify the Credit Union and to hold us harmless from and against any and all losses, costs, suits, damages, claims, liabilities, and expenses (including, without limitation, reasonable attorney's fees) arising from or related to your breach of the foregoing representations and warranties, your use of the Service, and/or our provision of the Service to you.

AMENDMENTS

The Credit Union reserves the right to change, add, or remove portions from the Service. We will notify you of any material change to this Disclosure and Agreement. Your acceptance of the revised Terms and Conditions along with continued use of the Service will indicate your consent to be bound by the revised Disclosure and Agreement.

HOW TO NOTIFY US IN CASE OF ERRORS

If you believe there has been an error with respect to your check or image transmitted to the Credit Union for deposit, call us at 315-733-1596 or 800-990-7499. You may also write to 215 Old Campion Road, New Hartford NY 13413.

CANCELLATION

You may cancel your participation in the Service by calling us at 315-733-1596 or 800-990-7499. The Credit Union reserves the right to change or cancel the Service at any time without notice to you. We may also suspend your access to the Service at any time without notice and for any reason, including but not limited to, your non-use of the Service.