

Mobile Deposit Capture – Remote Deposit Capture (RDC) Terms and Conditions

Mobile Deposit/Remote Deposit Capture (“RDC”) is a new tool that is designed to make it easy and convenient to deposit checks anywhere, anytime from your camera enabled (Android/iOS) smartphone into your account. To get started, download Rutgers Federal Credit Union’s (“RFCU”) Mobile Banking App (TouchBanking) today from the iTunes store or the Google Play store.

How to Sign Up and/or Qualifications:

Mobile deposit will be automatically enabled in your mobile application based on your account being in good standing.

Steps to Deposit a Check

- Make sure that the name of the Payee on the check is on the account
- Endorse the check with your signature and “RFCU mobile deposit”
- Open the RFCU Mobile Banking App.
- Select Deposit.
- Select the Checking account you want to deposit the check into.
- Enter the Amount of the check you wish to deposit.
- Take a picture of the front of the check.
- Take a picture of the back of the check.
- Confirm and submit the deposit.
- Upon your receipt of a confirmation from RFCU 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, mark it “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment. During the time that retained check is available you agree to promptly provide it to RFCU upon request.

Rules and Deposit Timing

- Deposit limits
 - Per item \$3000.00 limit
 - Per day \$3000.00 limit
 - Aggregated per day \$3000.00 limit
- Deposits received via the Service are processed on our mobile deposit business days, which are Monday through Friday, excluding holidays, until 3:00PM EST if approved will usually be deposited into your Account by 8:00PM EST. Deposit items that we receive after 3:00PM EST or on non-business days will be processed on the next business day that we are open.
- The first \$200 of your deposit will be made available to you on the first (1st) business day following the day we post your deposit into your Account. The remainder of your deposit will be available the second (2nd) business day after the business day on which we receive the deposit.
- Eligible Items: You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). When the image of the check transmitted to RFCU is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meanings of Articles 3 and 4 of the Uniform Commercial Code.
- Most checks are eligible to be Mobile Deposited. However, the following types of checks are not eligible for mobile deposit:
 - Checks payable to any person other than you.
 - Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees.
 - Checks that have been previously negotiated (including checks that may have been returned), remotely created, Sight Drafts, or checks more than 6 months old (staledated).
 - Checks drawn on a financial institution located outside the United States or not in United States currency or issued by the U.S. Treasury Department.
- The following may not be eligible and will be reviewed and verified prior to mobile deposit: Insurance Claim Checks, Money Orders (Postal and Money Gram), Traveler’s Checks, Credit Card Cash Advance Checks, and Cashier Checks



Services. The mobile remote deposit capture services (“Services”) are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to RFCU or the designated processor.

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, text message, or on our website by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after RFCU has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, RFCU 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.

Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. 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 at any time without prior notice to you.**

Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from RFCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any items that we subsequently determine was not an eligible item. You agree that RFCU is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Errors. You agree to notify RFCU of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable RFCU account statement is sent. Unless you notify RFCU within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against RFCU for such alleged error.

Errors in Transmission. By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. RFCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

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 limited 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 your RFCU Membership Agreement, Commercial Banking Services Agreement or any other agreement with us.

You agree that RFCU retains all ownership and proprietary rights in the Services, associated content, technology, and website. Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to RFCU’ s business interest, or (iii) to RFCU’s actual or potential economic disadvantage in any aspect. You may use the Service solely for non- business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

DISCLAIMER OR 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 NON-INFRINGEMENT. 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 THIS 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 OF USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OR ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF RUTGERS FEDERAL CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.*