



**NASA FEDERAL
CREDIT UNION**

**Remote Deposit Service Terms and Conditions
Personal and Business Accounts**

In this Agreement, the words “you” and “your” mean the member who enrolls or uses the services described in this Agreement. The words “Credit Union” and “we” mean NASA Federal Credit Union. You and we agree as follows:

1. Remote Check Deposit. We will provide services (“Remote Deposit Service”) that permit you to submit electronic check images and associated information (“Check Images”) to us via a TWAIN compliant scanner from your desktop or laptop computer (“Scanner”) or an approved mobile device (“Mobile Device”) for deposit to your account(s) in lieu of certain original checks (“Original Checks”). The Remote Deposit Service is only available if you enroll for it separately and you are enrolled in our eBranch electronic banking services. (To use a Mobile Device with Remote Deposit Service, you also must enroll in Mobile Banking Services.) In providing the Remote Deposit Service, we may utilize and rely upon one or more Third Party Service Provider(s) (“TPSP”) to provide file acknowledgement, file transmission, database storage, database access, data communications and other services to Credit Union. Credit Union may change the service provider at any time. You waive any and all rights or recourse, directly or indirectly, against any TPSP. You may submit Check Image deposits to us or our TPSP only with respect to Original Checks that are acceptable for deposit into your account(s) and as further described in this Agreement. Check Image deposits are subject to all provisions of the account agreements between you and us that apply to check deposits. The total amount of Check Images we will accept on any one (1) day cannot exceed the amount set forth on the Remote Deposit Service home page. This amount may be modified by us from time to time. Notwithstanding the foregoing, we may choose in our sole discretion to process Check Images that exceed this limit.

2. Software Application. The Remote Deposit Service includes the Software Application (“Application”). The Application resides on servers located at the Credit Union’s TPSP, and is made available to Credit

Union members by means of the Internet. We grant you a limited, non-exclusive, and non-assignable right and license to have access to, and use of, the Application in accordance with the terms of this Agreement. Upon our acceptance of this Agreement, we will provide you with login access to the Application. The Application may be used solely in connection with the Remote Deposit Service and may not be used by you for any other reason. You may not grant any sublicenses to the Application. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Application, (ii) copy or reproduce all or any part of the technology or Application, or (iii) interfere, or attempt to interfere with the technology or Application. The Application does not include various third party operating systems and applications that will be required to use the Application. You will be solely responsible for such third party software. You acknowledge that the Application contains trade secrets and other proprietary and confidential information, whether or not the Application contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Application. You (a) will not print, copy, or duplicate any portion of the Application, (b) will not alter any copyright notices on the Application, (c) will not make the Application available in any form to anyone except your employees and agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Application to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the Application for your internal business use or personal use and not for the benefit of any other person or entity, and (f) will comply with all Credit Union procedures and requirements for use of the Application. The provisions of this Paragraph will survive termination of this Agreement.

3. Equipment and System Requirements. At your sole expense, you must acquire a Scanner, Mobile Device and all other equipment, computer software and telecommunication services necessary for the Remote Deposit Service, furnish necessary electrical connections and surge protection to the equipment, and supply necessary electrical current for the operation of the equipment. Your Scanner or Mobile Device must be compatible with the Remote Deposit Service. Detailed descriptions of the types of equipment, devices and software compatible with the Remote Deposit Service are listed at

nasafcu.com/remotedeposit. You will arrange with established telecommunication companies for the transmission of data between you and the Credit Union, and we will have no responsibility with respect to such companies or their services.

4. Check Image Requirements. You will submit Check Images to the Credit Union in such format, with such information, as we may require from time to time. Without limiting the foregoing,

- a. Check Images only may be submitted for Original Checks payable to you and drawn on financial institutions located in the United States. Exception items must be deposited in person at a branch location.
- b. A Check Image may not be submitted for an Original Check drawn from the same account into which you are depositing the Check Image.
- c. Check Images may not be submitted for “substitute checks” as defined by federal law.
- d. Only one Check Image may be submitted for each Original Check.
- e. Check Images may not be submitted for any Original Check that:
 - is stamped with a “non-negotiable” watermark.
 - contains evidence of alteration to the information on the Original Check.
 - is incomplete.
 - is “stale dated” or “post dated”.
 - has been returned not payable as a result of insufficient funds, stop payment or other reasons.

f. Prior to imaging, you will properly endorse each Original Check with the following:

- Your name (i.e., signature)
- The words "For deposit only"
- The words "via www" (for scanner) or "via mobile" (for mobile device)
- The date (mm/dd/yyyy)

g. Before transmitting a Check Image to the Credit Union, you will (i) inspect the Check Image, (ii) compare the Original Check with the Check Image, (iii) verify that the Check Image clearly and accurately displays the payee, the drawer's signature, the date, the Original Check number, the amount, the MICR encoded information and all other information on the Original Check, and (iv) correct any errors.

5. Service Availability. Generally, the Remote Deposit Service may be used 7 days a week, 24 hours a day (the "Service Hours"), provided, however, that Check Images only will be posted to your account as provided in Paragraph 6. Access to the Remote Deposit Service may be unavailable on a regular basis for maintenance. Credit Union will use commercially reasonable efforts to cause the Remote Deposit Service to be accessible to you during the Service Hours, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by, Credit Union, including, but not limited to, any Force Majeure Event as defined in Paragraph 12. In the event of any interruption or failure of the Remote Deposit Service during Service Hours, other than as permitted by this Paragraph, you will promptly notify the Credit Union by calling Member Services at 1-888-NASA-FCU (627-2328), ext. 805. In the event that the Service is unavailable, you acknowledge that you can deposit an Original Check at our branches or through our ATMs or by mailing the Original Check to the Credit Union: NASA Federal Credit Union, P.O. Box 1588, Bowie, MD 20717-1588.

6. Acceptance and Rejection of Check Images. Check Images are posted to your account the same day we accept them for deposit to your account. A Check Image is accepted by us for deposit to your account when the Check Image transaction appears as "deposited" in your Deposit History in our

eBranch electronic banking services. You are responsible to determine whether a Check Image has been accepted by us and deposited to your account by checking your Deposit History. You will not receive any other notice of acceptance. If a Check Image has a status of "pending," "submitted," or "held for review" in your Deposit History, the Check Image has not been accepted by us for deposit to your account. Availability of deposits is based on our normal availability schedule in effect from time to time. In our sole discretion, we may reject any Check Image.

7. Handling Checks after Imaging. After we accept the Check Image for deposit, you will mark each Original Check "processed." You will retain each Original Check in a secure location for not less than 60 days and not more than 90 days and for any longer period of time during which any dispute concerning such Original Check may exist. Upon our request at any time or from time to time, you will deliver to us within one day all Original Checks in your possession. You will be responsible if any person receives presentment or return of, or otherwise is charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make a payment based on an Original Check that it already has paid. To reduce the risk of a second presentment, you will use a commercially reasonable method (e.g., shredding) to destroy Original Checks promptly after your retention period has expired. *You acknowledge that the Check Image thereafter will be the sole evidence of the Original Check.* You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of Original Checks.

8. Duplicate Presentment. Return Checks and Corrections. You acknowledge that if Check Images are dishonored and returned unpaid for any reason, including but not limited to duplicate presentment, we may charge back the Check Image to your account. We may correct the amount of any deposit by debiting or crediting your account(s) within a reasonable time after discovery of an error. Applicable fees will apply. Please refer to our Schedule of Fees. You will cooperate with us to investigate unusual transactions or poor quality transmissions.

9. Your Representations, Warranties and Covenants.

- a. For Personal Accounts. You represent that you have duly executed and delivered this Agreement.

- b. For Business Accounts. You represent that you have taken all necessary action to authorize the execution, delivery and performance of this Agreement.

- c. With respect to each Check Image, you represent, warrant and agree that:
 - i. Each Check Image transmitted to us is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Original Check has no defense against payment of the Original Check;

 - ii. The person on whose account the Original Check is drawn authorized the issuance of the Original Check in the amount stated on the Original Check and to the payee stated on the Original Check;

 - iii. You are authorized to enforce each Original Check or are authorized to obtain payment of each Original Check on behalf of a person entitled to enforce such Original Check;

 - iv. 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, the item (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 an item it has already paid; and

 - v. You make to the Credit Union all representations and warranties that the Credit Union makes or is deemed to make to any party pursuant to law, regulation or clearinghouse rule, including, without limitation, all warranties as defined in the Check Clearing for the 21st Century Act made by the Reconverting and Truncating Credit Union.

10. Privacy and Security. Any security procedures required in connection with the Remote Deposit Service are strictly confidential. You will ensure the safety and integrity of deposited items from the time of receipt until the time of destruction of the Original Checks. You will take reasonable measures to safeguard your computer systems or Mobile Devices. At our request, you will perform a security assessment and/or review with Credit Union. If warranted in Credit Union's reasonable judgment, Credit Union reserves the right to monitor you, and you agree to cooperate with Credit Union to permit such monitoring, to confirm that you have satisfied your obligations. You are responsible for keeping all users' names and passwords secret and confidential, and for any communications or transactions that are made using your user names and passwords and any other obligation which may result from such use. You are responsible for requesting a new user name and password if you believe that any of your user names or passwords have been stolen or might otherwise be misused. You shall take appropriate actions to address incidents of unauthorized access to information concerning Original Checks and Check Images maintained by you, including notifying Credit Union as soon as possible of any such incident and fully informing Credit Union of the details of any such incident. You will report any breach of confidentiality promptly to Credit Union.

a. Securing Images on Mobile Devices. Check Images captured using your Mobile Device are stored on the Mobile Device only until the associated deposit has been successfully transmitted to us. You agree to promptly complete each transmission. In the event that you are unable to promptly complete the transmission, you will ensure that your Mobile Device remains securely in your possession until the transmission has been completed or delete the Check Image from the Mobile Device.

11. Charges: Taxes. You will pay to the Credit Union promptly all fees outlined in our Schedule of Fees. In addition, you will pay all sales, use or other taxes applicable to the Remote Deposit Service, excluding taxes based upon the Credit Union's net income. You authorize us to debit these fees and taxes from any of your accounts with the Credit Union.

12. Force Majeure. Except for your obligations to pay the Credit Union hereunder, neither party will be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including, but not limited to, restrictions of law, regulations, orders or other governmental directives, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, storms or other similar events (each a "Force Majeure Event").

13. Compliance with Law. You will comply with all laws, rules and regulations that apply to banking transactions, including the rules of the National Automated Clearing House for ACH transactions. You will agree to use the Remote Deposit Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit Check Images that are acceptable for deposit and that you have handled the Original Checks in accordance with applicable laws, rules and regulations.

14. Credit Union's Liabilities. The Credit Union's duties and responsibilities are limited to those described in this Agreement. We are not liable for any act or omission of anyone else, including you. We will not be liable to you for any loss, damage or expense of any kind or nature caused, directly or indirectly, by the Application or by any interruption of service or loss of use thereof or for any loss of business, howsoever caused. You agree that we will have no liability if information is intercepted by an unauthorized person, either in transit or at your place of business, or if Check Image transmission is interrupted, lost or delayed. THE REMOTE DEPOSIT SERVICE, INCLUDING, BUT NOT LIMITED TO, THE APPLICATION, IS PROVIDED "AS IS". THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE REMOTE DEPOSIT SERVICE OR THE APPLICATION. THERE IS NO WARRANTY THAT YOUR USE OF THE REMOTE DEPOSIT SERVICE OR THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE INFORMATION CONTAINED IN THE APPLICATION OR AGAINST INFRINGEMENT. YOU ASSUME ALL RISKS OF THE USE, RESULTS

AND PERFORMANCE OF THE REMOTE DEPOSIT SERVICE AND THE APPLICATION. THE CREDIT UNION IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THE CREDIT UNION WILL NOT BE LIABLE FOR DIRECT DAMAGES EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. ANY LIABILITY CREDIT UNION MAY HAVE (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE AMOUNT YOU PAID THE CREDIT UNION UNDER THIS AGREEMENT FOR THE 30 CALENDAR DAYS PRIOR TO THE TIME THE CREDIT UNION INCURRED THE LIABILITY. YOU MAY NOT BRING ANY ACTION AGAINST THE CREDIT UNION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT, THE APPLICATION, OR THE REMOTE DEPOSIT SERVICE, MORE THAN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

15. Indemnity. You will indemnify the Credit Union and its TPSP against and hold them harmless from all claims, demands, losses, liabilities or expenses (including attorney's fees and expenses) resulting from or arising out of (a) this Agreement, the Application, or the Remote Deposit Service, (b) any breach of any of your representations, warranties or agreements in this Agreement, (c) your improper operation, mechanical failure or failure to properly service or maintain any personal computer(s) in connection with the Remote Deposit Service, or (d) any misconduct or negligence of your officers, employees or agents in performing any of your duties or functions hereunder.

16. Amendment and Term. We may amend this Agreement at any time by giving you prior notice of any changes. You may terminate this Agreement upon prior notice to us. We may terminate this Agreement immediately without notice to you. All warranties, representations and covenants you make and all obligations you incur before termination survive termination.

17. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Maryland.

18. Notices. Any notice, request or other communication you are required or permitted to give under this Agreement must be in writing and sent by certified or registered United States mail, return receipt requested, postage prepaid, to NASA Federal Credit Union, P.O. Box 1588, Bowie, MD 20717-1588. Notices will be effective when we receive them. At our discretion we may give notice to you by mail or by e-mail. We may give notice of changes in terms or we may revise the terms and conditions in this Agreement and make it available in our branches. Any notice that we mail is considered given 48 hours after we place it in the mail, postage paid, for delivery to your address as shown on our records. Any notice delivered electronically is considered given 24 hours after it is first made available through the Services. If a specific notice period or type of notice is required by applicable law, the notice will be binding in accordance with such law. Either party may change the address to which notice is to be delivered to it under this Agreement by giving notice to that effect to the other party in the manner provided in this Paragraph.

19. Miscellaneous.

The parties agree that this Agreement and the *Member Services Agreement* between the parties constitute the complete and exclusive expression of the terms of the agreement between the parties regarding the Remote Deposit Service, and supersede all other proposals, whether oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement controls to the extent of any inconsistency between this Agreement and the *Member Services Agreement*. The parties agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealing between the parties or by any prior performance between the parties pursuant to this Agreement or otherwise. You authorize us to procure such credit reports and other financial information regarding you as we may desire from time to time during the term of this Agreement.

20. Business Accounts. The following additional terms and conditions apply to Remote Deposit Services provided to members holding business account(s). A “personal account” is any account

for personal, family, or household purposes established by an individual. A “business account” is any account except a personal account. When you sign the signature card for an account, you indicate whether it is a business account or personal account.

a) You will limit access to the Remote Deposit Service and the Original Checks to your employees involved in the submission of Check Images to the Credit Union. You will ensure that none of these employees are a national of a designated blocked country or “Specially Designated National,” “Blocked Entity,” “Specially Designated Terrorist,” “Specially Designated Narcotics Trafficker,” or “Foreign Terrorist Organization” as defined by the United States Office of Foreign Assets Control. Information that will help you make this determination is located at <http://www.treas.gov/offices/enforcement/ofac/>. Security procedures required in connection with the Remote Deposit Service will be disclosed only to those of your employees and agents who are required to know them.

b) You will adhere to all privacy and data protection laws and regulations applicable to you and/or the Credit Union with respect to gathering, processing, storing, using and disposing of non-public personal information of consumers (“Information”). Your information security program shall be designed to and implemented so as to ensure the security and confidentiality of Information, protect against any anticipated threats or hazards to the security or integrity of Information, protect against unauthorized access to or use of Information that could result in substantial harm or inconvenience to any consumer, and ensure the proper disposal of Information.

c) You agree from time to time, upon our request, to provide the Credit Union with current financial statements showing your financial condition, assets, liabilities and stockholder's equity and your current income and surplus and such other information regarding your financial condition, your business and your employees as we may reasonably request. We may monitor your compliance with this Agreement and you will cooperate with us. You agree to make your staff available for reasonable training at Credit Union's request. You will tell us immediately of any change of your address or any adverse change to your financial condition.