

Consumers Professional Credit Union

Remote Deposit Capture

Terms and Conditions

How it Works

Using a mobile device with a camera and data service or other comparable technology, you can deposit eligible checks into your accounts at Consumers Professional Credit Union. You'll start by selecting an account, entering your check's information, and then submitting your check. You'll have access to all of your remote deposits through CPCU (www.cpcu.co), PrivateLine (1-800-410-2728), and monthly statements and quarterly statements. You will not need to mail in your check or take it to a branch. **Please do not destroy the check until at least 180 days (6 months) after it has posted to your account.**

Enrollment and Eligibility Requirements

- You must be at least 18 years old.
- You must be a member for at least 91 days.
- You must have an eligible account for this service.
- Your accounts must be in good standing with no restrictions.

CPCU defines an account in good standing as:

- An account in which deposits are made regularly and are sufficient to cover transactions;
- An account that is brought to a positive balance at least every thirty (30) days or less;
- Not having loans or accounts more than 60 days past due;
- Not having legal orders, levies, or liens against the account.

The Service may be used to deposit checks into any of your accounts except certificates/CDs and IRA accounts.

What It Costs

There is no cost for members of Consumers Professional Credit Union to use this service. Your mobile or internet service provider may charge you for data usage or other charges; see your agreement with them for more details. If a check you deposit through Remote Deposit is returned, dishonored, or rejected, you may be charged a fee. If your account is overdrawn because a check is returned, dishonored, or rejected, you may also be charged a fee.

Important Definitions

- The words "you", and "your" mean anyone who is identified in Consumers Professional Credit Union's Application for Membership, and subsequent modification forms.
- The words "we", "us", "our", "CPCU", and "credit union" mean Consumers Professional Credit Union.
- "Business Day" is every Monday through Friday, Eastern Standard Time (EST), excluding Federal Reserve holidays.
- "Service" and "Remote deposit" refer to Consumers Professional Credit Union's Remote Deposit Service.

Use of Service

These Services allow you to deposit checks into eligible Consumers Professional Credit Union accounts from a remote location by capturing the image of the items with a compatible device and then delivering the images and associated deposit information to Consumers Professional Credit Union electronically. You may use this Service only in accordance with this Agreement.

Hardware and Software System Requirements

In order to use this Service, and for the Service to function properly, you must obtain and maintain, at your expense, hardware and software that meets our requirements. This includes an internet-enabled personal computer or mobile computing device (such as a smartphone or tablet) with a camera/imaging device, and software available in the Apple Store or through Google. If there are ever more specific hardware and software requirements, these will be furnished to you separately. It is your responsibility to pay any and all costs and expenses associated with maintaining all technical requirements and additional items necessary for the proper use of the Service. We are not responsible for the functionality or maintenance of any third party hardware or software you may need to use this Service.

Agreement Acceptance

The acceptance of this Agreement and use of the Service means you agree to all terms and conditions in this Agreement in addition to the Account Agreements & Disclosures provided to you at account opening and/or when approved for other services. Please read this Agreement carefully and keep a copy for your records.

Limitations of Service

You agree that Consumers Professional Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you through this Service for any reason including, but not limited to, deposits of checks from you that do not meet the "Check Image Quality" and/or "Endorsement Requirements" set forth in this Agreement.

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke the Service immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can deposit your check at a branch office location, through a participating ATM or Shared Branch, or by mail.

Charges or Fees

Consumers Professional Credit Union does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item you transmit for deposit is dishonored, rejected, or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited and you will be assessed a fee in the amount shown on Consumers Professional Credit Union's current fee schedule for a returned deposit. If there are not sufficient funds in your account to cover the amount of the returned check, the account may be overdrawn and you will be responsible for payment. You agree that the credit union may debit any account maintained by you in order to obtain payment of your obligations under this Agreement.

You acknowledge that your wireless service provider may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at Consumers Professional Credit Union, including but not limited to account servicing and collection purposes.

Eligible Items

You agree to capture the image and deposit only "checks" as that term is defined in applicable federal laws and regulations, including Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.

Generally, a "check" is a negotiable demand draft drawn on or payable through or at an office of a bank or credit union, but also includes checks drawn on various governmental authorities, such as the United States Treasury, that are not payable through or at a bank.

The image of a check you transmit to Consumers Professional Credit Union is considered an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code (UCC).

Ineligible Items

You agree that you will not use this Service to capture the image and deposit any ineligible items including but not limited to the following:

- Checks or items payable to any person or entity other than you (3rd party items);
- Any checks that you write to yourself;
- Previously returned checks;
- Post-dated checks;
- Checks that are expired or stale dated (6 months old or older);
- Checks or items containing an obvious alteration to any of the fields on the front of the check or an item which you know or suspect, or should know or suspect to be fraudulent;
- Checks or items not payable in United States currency, or not drawn on a financial institution located in the United States;
- Items previously converted to a substitute check;
- Checks marked "non-negotiable";
- Savings bonds;
- Checks created without a signature, such as a pay-by-phone check item;
- Checks that require authorization; and
- Checks from a closed account.

Check Image Quality

The image of the check transmitted must accurately and legibly provide the following information:

- The preprinted information identifying the drawer and the paying bank, including complete and accurate MICR information and signatures; and
- Other information placed on the check prior to the time the image is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image being transmitted must comply with all standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and any clearing house, association, or other regulatory agency. You understand and agree that any determination that an image is legible is at the sole discretion of Consumers Professional Credit Union.

Endorsement Requirements

You agree to endorse all items with your signature and print "For Remote Deposit" and your account number on all items. The Credit Union reserves the right to reject all items that are not endorsed as specified.

Receipt of Checks

All checks deposited by 5:00 PM (EST) on a business day will be credit to your account on that business day. All checks deposited after 5:00 PM (EST) on a business day, or deposited on a day that is not a business day, will be credited to your account the next business day. For purposes of determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays.

Provisional Credit and Availability of Funds

You understand that your ability to make deposits using the Service is a convenience provided by Consumers Professional Credit Union and that such deposits are not subject to the Expedited Funds Availability Act and Federal Reserve Regulation CC. Deposits made through the Service will not be posted to your Account until they are received and verified by us. Credit given for each check deposited through the Service is provisional and subject to validation. The time that it takes us to review and verify an image and determine whether it meets our standards for acceptance can vary from the time that it would take us to verify a check deposit made through more traditional methods (e.g., a paper check).

Deposits made through the Service will be subject to a standard 3-business-day hold. This means that funds from your deposit will be made available to you on the 3rd business day after the day we receive your deposit, as described above in the section "Receipt of Checks." However, the first \$200.00 from such deposit will be made available to you the first business day after the day of deposit. Checks that have been deposited may be delayed for a longer period of time if we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds.

Method of Presentment

The manner in which items are cleared, presented for payment, and collected shall be in Consumers Professional Credit Union's sole discretion, subject to the deposit account agreement covering your account.

Retention and Disposal of Items

You agree to retain each item no fewer than 180 business days after your funds have been posted to your account. Upon deposit of these funds, you agree to mark the items prominently along the top edge of the check "Remote Deposited" and include the date. For your protection, when you have retained the checks for 180 days, mark as "VOID" and dispose of the item(s) in a way that prevents representing for payment, such as by shredding securely. You agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide a retained check to Consumers Professional Credit Union as requested to aid in the clearing and collection process or to resolve claims by 3rd parties with respect to any item.

Errors or Discrepancies

Notify Consumers Professional Credit Union at 1-800-292-2728 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any losses.

Security Requirements

To prevent unauthorized usage of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. By securing these devices, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Consumers Professional Credit Union may also request additional information from you.

Disclaimer of Warranties

Consumers Professional Credit Union's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. You understand and agree that your use of the Service is at your risk, and that the software and all information and content (including that of third parties) is provided by Consumers Professional Credit Union and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the services, equipment, hardware, software or internet provider service, or any part of them, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. We make no warranty that the services (1) will meet your requirements, (2) will be uninterrupted, timely, secure, or error free, (3) that the results that may be obtained from the service will be accurate or reliable, and (4) that any errors in the services or technology will be corrected. We are not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by your internet provider, any related software or Consumers Professional Credit Union's use of any of them or arising in any way from the installation, use or maintenance of your personal computer or mobile device hardware, software or other equipment.

Limitation of Liability

You agree that Consumers Professional Credit Union shall 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 of the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Consumers Professional Credit Union has been informed of the possibility thereof or such damage is deemed foreseeable.

Consumers Professional Credit Union's liability for errors or omissions with respect to the data transmitted or printed by the credit union will be limited to correcting the errors or omissions. We are not liable for items we do not receive or for images that are not transmitted completely or legibly.

User Warranties and Indemnification

You warrant to Consumers Professional Credit Union that:

- You will only transmit eligible checks which are properly endorsed.
- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, other than any endorsements required by this Agreement.
- Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check, and the drawer of the check has no defense against payment of the check.
- Images will meet the image quality standards.
- You will not transmit duplicate checks.
- You will not deposit or re-present the original check once the image is captured, sent and validated through this Service, unless specifically requested to do so by Consumers Professional Credit Union.
- All information you provide to Consumers Professional Credit Union is accurate and true.
- You have not knowingly failed to communicate any material information to us.

- You will not use the Service and/or your accounts for any illegal activity or transactions.
- Consumers Professional Credit Union will not sustain a loss because you have deposited a check.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- Images you transmit do not contain viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

You agree to indemnify and hold harmless Consumers Professional Credit Union from any loss for breach of the warranty provision.

Change in Terms

Consumers Professional Credit Union reserves the right to change the terms and conditions of this service or terminate this Agreement without notice at any time.

Governing Law

This Agreement supplements the terms of your Account Agreements and Disclosures. Together they constitute the entire Agreement between you and Consumers Professional Credit Union with respect to the services. You may not assign this Agreement. This Agreement is governed by the laws of the State of Michigan and of the United States of America. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.

Consumers Professional Credit Union
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Lansing, MI 48906
517.372.2400

www.cpcu.co

(09/2015)



Remote Deposit Capture Instructions

ENDORSE

Endorse the back of your check "FOR REMOTE DEPOSIT" with your **signature** and **account number**.



PLACE

Place the check on dark background and ensure you have good lighting. Ensure your check is the only thing visible in the photo and that all 4 corners are of the check can be seen.

DEFACE

Once you receive the Accepted E-Notice, please deface the front of the check with REMOTE DEPOSITED and include the date of deposit.

Ree Mote Capture 123 Money Lane Busy Town, U.S.A.	<i>Remote deposited</i> <i>11/7/15</i>	<u>November 6, 2015</u> Date	2134
Pay to the Order of <u>E. Zee Money</u>		\$ <u>75.00</u>	
<u>seventy-five</u> <small>00/100</small>			Dollars
	CONSUMERS PROFESSIONAL CREDIT UNION DEMO BANK	Signature <u>R.M. Capture</u>	
272482003	0123456789	02134	Remote Deposit Capture Sample This is not a legal check

STORE

Store the original check in a secure location for a minimum of 180 days.

Remote Deposit Capture Sample Letters

You will receive one of the following notifications after submitting a Remote Deposit Capture item.

ACCEPTED

E-NOTICE

Dear Member

We have validated your remote deposit and have found no issues with the images we received. Please deface the front of the check by writing "REMOTE DEPOSITED", along with the date of the deposit. File the check in its original form in a secure location. Please call us if you have any questions.



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800-292-2728

ERROR

E-NOTICE

Dear Member

We have attempted to validate your remote deposit and have received errors in the photos. Please contact us at your earliest convenience to resolve the error so we may continue with your credit process.



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800-292-2728