



## NOTICE OF TERMS AND CONDITIONS REMOTE DEPOSIT CAPTURE

THIS DOCUMENT contains the terms and conditions for use of Remote Deposit Capture Service (the "Service") that Carver Federal Savings Bank ("our," "us" or "we") may provide to you. Continued use of the Service by you indicates that you have reviewed and accepted these terms and conditions.

1. **Services.** The Service allows you to make certain deposits to an account with us electronically from your camera-enabled mobile device that creates an electronic image of paper checks payable in U.S. dollars by transmitting an image of the check to us or our designated processor. **The Service is only for use with respect to your accounts used for personal, family or household purposes and may not be used for any business purpose.** We retain the right to approve or deny use of the Service in our sole and absolute discretion. You agree to pay all fees associated with use of the Service as we may charge as set forth in our schedule of banking fees.
2. **Acceptance of Terms.** By continuing to use the Service, you are agreeing to all of the terms contained herein. This Document is subject to change from time to time. We will notify you of material changes to this Document when required to do so by applicable law. Continued use of the Service will indicate your acceptance of any revisions made to this Document.
3. **Limitation of Service.** We are not responsible for any technical or other difficulties or any resulting damages you may incur in using the Service. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.
4. **Eligible Checks.** You agree to scan and deposit only checks as the term "check" is defined in the Expedited Funds Availability Act as implemented by Regulation CC. You agree that you will not scan or deposit any of the following items:
  - a. Checks payable to any person or entity other than you.
  - b. Checks containing alteration to any fields on the front of the check or item, or which you know or suspect, or should have known or suspected, are fraudulent or otherwise unauthorized by the owner of the account on which the check is drawn.
  - c. Checks previously converted to a substitute check as defined in Regulation CC.
  - d. Checks drawn or payable through any foreign bank or a financial institution located outside the United States.
  - e. Checks that are remotely created checks as defined in Regulation CC.
  - f. Checks not payable in U.S. currency.
  - g. Checks dated more than 6 months prior to the date of deposit.
  - h. Checks that are incomplete in any way.
  - i. Checks on which numerical and written amount are different.
  - j. Checks that are payable to cash.
  - k. Money orders.
  - l. Checks previously returned as unpaid by the financial institution on which they are drawn.
  - m. Checks prohibited by our current procedures related to the Service or which are otherwise not acceptable under the terms of your account agreement.
5. **Funds Availability.** For purposes of determining availability of funds deposited via the Service, deposits are classified as "not in person deposits" as defined by Regulation CC and are treated as ATM deposits as outlined in our Funds Availability Policy.
6. **Qualifications.** Use of the Service is subject to our approval. In order to be eligible to use the Service, your account(s) must meet qualification criteria set by us.
7. **Image Quality.** Images of checks transmitted to us for deposit using the Service must include legible images of the front and back of the check. The following information must be easily readable: amount of check, the payee, the drawer's signature, the date of the check, the check number, preprinted information on the check identifying the drawer and paying bank information, including routing transit number and account number, and any other information placed on the check prior to the time the image is captured. We reserve the right to reject any check image transmitted through the Service, at our discretion, without liability to you. We are not responsible for check images we do not receive or for images that are dropped or become corrupted or illegible during transmission.
8. **Endorsements.** You must make endorsements on the back of the check within 1½ inches from the top edge, although we have discretion to accept endorsements made outside this space. Your endorsement must include your signature. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint account owner, either of you can endorse the check. If the check is made payable to you and your joint account owner, both of you must endorse the check. You are responsible for any loss incurred from a delay or processing error resulting from an irregular endorsement or other markings made by you on the check.
9. **Returned Deposits.** Any credit applied to your account following a remote deposit capture transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back to your account for any reason, we will deduct the full amount of the check from your account together with any fees incurred due to rejection of the check as described in our fee schedule and other agreements. We are not responsible for any losses incurred as a result of a deposit made using the Service returned to your account for any reason.
10. **Retention of Transmitted Checks.** Upon proper clearing of funds and confirmation of your deposit, you agree to prominently mark the check as "Void" or "Presented Electronically" and to properly secure the check in a secure location to ensure that it will not be re-presented for payment. You agree that you cannot present the same check to us more than once. You agree to retain all checks transmitted through the Service for a period of 30 days and, thereafter, the checks transmitted will be disposed of in a manner to prevent re-presentation. If we notify you of the existence of a claim by a third party in connection with a check, you agree to promptly provide us with the original check or a legible, reasonable copy of the front and back of the check to assist in the claim resolution process. If you fail to provide the original check or a legible, reasonable copy of the check upon request from us, you agree that we are authorized to debit your account in the amount of the check if deemed necessary to resolve the claim. You are solely responsible for any losses incurred as a result of the failure to promptly provide the original check or legible, reasonable copy in response to our request.
11. **Deposit Limits.** We may establish, or adjust from time to time, limits on the dollar amount and/or number of items or deposits you may make with the Service. If attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit your deposit in excess of established limits, the deposit remains subject to the terms of this Document and we will not be obligated to allow deposits in excess



of established limits at any other time. We are not responsible for any losses incurred as a result of rejecting deposits that you have made through the Service which exceed your depository limits.

12. **Hardware and Software.** In order to use this Service, you must obtain, at your expense, compatible hardware and software. We are not responsible for any third party software you may need to use this Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement, if any, you enter into directly with the third party software provider at the time of download and installation. You understand and agree that you are solely responsible for any internet, cellular and other data download charges that your internet service or wireless service provider associated with your use of the Service. We are not responsible for any losses incurred as a result of using hardware or software associated with the Service.
13. **Security.** You must establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt to the time of destruction. If warranted in our reasonable judgment, we reserve the right to monitor your use of the Service and you agree to cooperate with us to permit such monitoring and to confirm that you have satisfied your obligations.
14. **Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the images transmitted using the Service. We can terminate your Service, if you submit, intentionally or unintentionally, fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. You further agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or attempt to interfere with the technology or the Service. We, and our technology partners, reserve all rights, title and interests in and to the Service and its component parts made available to you.
15. **Indemnification.** YOU UNDERSTAND AND AGREE THAT YOU ARE REQUIRED TO INDEMNIFY US AND HOLD US HARMLESS AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES AND EXPENSES, ARISING FROM YOUR USE OF THE SERVICE AND/OR ANY BREACH OF THESE TERMS AND CONDITIONS. You further understand and agree that this paragraph and the indemnification expressly provided for herein shall apply to any termination of the Service. You further understand and agree that this indemnification extends to our technology partners, including, without limitation, any of our or our technology partners' affiliates, officers, directors, employees, agents.
16. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE DEPOSIT CAPTURE SERVICE 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, WHETHER EXPRESS OR IMPLIED, AS TO THE USE OF THE REMOTE DEPOSIT CAPTURE SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE DEPOSIT CAPTURE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE DEPOSIT CAPTURE SERVICE OR TECHNOLOGY WILL BE CORRECTED.
17. **LIMITATION ON 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 INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF THE REMOTE DEPOSIT CAPTURE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREFORE EXCEPT AS OTHERWISE REQUIRED BY LAW.
18. **Termination.** Either party may terminate the Service, with or without cause, upon written notice to the other party. In the event you terminate your Service, your rights and responsibilities, as well as ours, shall continue through the settlement period, including your responsibility to pay us for the Service and maintenance of records.
19. **Entire Agreement.** This Document is the complete and exclusive statement of the terms and conditions applicable to use of the Service by you. It supersedes any prior agreement or other communication between you and us with respect to the same subject matter. This Document may not be modified in any fashion unless provided for in writing by us.
20. **No Waiver.** We may waive enforcement of any term or condition contained herein but any such waiver shall not modify the terms and conditions or otherwise affect our rights.
21. **Severability.** If any part of this Document is determined to be invalid, illegal or unenforceable to any extent, you agree that the remaining portions of this Document shall not be impaired or otherwise affected and shall continue to be a valid and enforceable agreement to the fullest extent of the law.