



Effective:  
August 2014

**Cencap Federal Credit Union**  
**REMOTE DEPOSIT CAPTURE AGREEMENT AND DISCLOSURE**

This Agreement and Disclosure ("Disclosure") as amended from time to time sets forth the terms and conditions for our Remote Deposit Capture Service which is made available by Cencap Federal Credit Union ("Credit Union" "HMEFCU").

It defines your rights and responsibilities and those of the Credit Union with respect to our Remote Deposit Capture Service. Please read it thoroughly before using the service.

In this Disclosure, the words "you", "your", and "yours" refer to the Member or anyone who applies for or uses our Remote Deposit Capture Service. The words "we", "us", or "our" and "Credit Union" refer to Cencap Federal Credit Union.

**INCORPORATION OF AGREEMENT AND DISCLOSURES**

Your application for use of the Service, your notification of approval of your application, and Hartford Municipal Federal Credit Union's Truth-in-Savings Agreement and Disclosure, the Electronic Funds Transfer Agreement and Disclosure, Funds Availability Policy and the Schedule of Fees, which by this reference are incorporated into the Account Disclosure in its entirety.

Both you and the Credit Union will be bound by this Disclosure. If there is a conflict between this Disclosure and something said by one of our employees, you agree that this Disclosure controls. If any part of this Disclosure should be held to be unenforceable, the remaining provisions of this Disclosure and Agreement shall remain in full force and effect.

You understand that the agreements, rules, and regulations applicable to your Share/Savings Account, Share Draft/Checking Account, and any other account you have with the Credit Union remain in effect and continue to be applicable except as specifically modified by this Disclosure.

Requesting, retaining, using or permitting another person to use the Service constitutes an acceptance by you of all the terms and conditions set forth in this Disclosure and Agreement and binds you to all the rules and regulations governing the use of the Service.

**Acceptance of these Terms**

Your use of the mobile deposit service 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, US mail or on our website by providing a link to the revised Agreement or by an online secure message. Your continued use of the mobile deposit service will indicate your acceptance of the revised Agreement. Further, the Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services at any point in time with or without notification. Your continued use of the Services will indicate your acceptance of any such changes to the Services.



## **DEFINITIONS**

Remote Deposit Capture – A service provided to members that uses a mobile device to electronically transmit a digital image of a paper check for deposit.

Application – A delivery channel for various services, information, and other functions that can be added to an electronic device (SmartPhone with camera or iPad/tablet device).

Member – An individual signer on a Cencap Federal Credit Union membership account.

Mobile Device – An electronic device that includes cell phone, iPad/tablet, or SmartPhone with camera that allows an Application to be added.

Verified Item – Any check that passes the verification process that includes but is not limited to verifying date, payee, signature, payer name and address, payee endorsement, MICR line, and other factors  
Non-Verified Item – An item that is rejected because it has not passed the validation process or does not meet the quality image described in the Agreement.

Substitute Check (digital image/Check 21) – A paper check converted to a digital image that states it is a legal copy of your check and it can be used in the same way as an original check. A substitute check may be used as proof of payment just like the original, it shall thereafter be deemed an “item” within the meaning of Article 3 and 4 of the Uniform Commercial Code.

## **REMOTE DEPOSIT CAPTURE SERVICE**

The Credit Union will provide to you an application to apply to use Hartford Municipal Employees Federal Credit Union’s Remote Deposit Capture Service. Following your receipt from the Credit Union of notification approving your use of the Service, you are authorized to remotely deposit paper checks you receive to your account with the Credit Union by electronically transmitting a digital image of the front and back of the paper check to Cencap Federal Credit Union. We will notify you via email (list any other method of contact). You agree to notify us immediately if you change your email address, as this is the email address where we may send you notification of receipt of mobile deposits. Both the Credit Union and the Member will comply with the terms and provisions of this Agreement with respect to the use of the Remote Deposit Capture and the performance of the Service.

### **Hardware and Software**

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. The Credit Union is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.



## IMPLEMENTATION

The Member captures digital images of checks using the Application and a Mobile Device that meets the technical specifications (refer to Appendix A) acceptable to the Credit Union.

## GENERAL RESPONSIBILITIES

1. You shall maintain one or more Accounts at HMEFCU for the receipt of deposits of digital images
2. You will only submit digital images of checks that meet the standards for image quality required by Regulation CC, or other standards established by law and HMEFCU in the Truth-in-Savings Agreement and Disclosure incorporated into this Agreement.
3. The Credit Union's processing of any imaged items that does not meet the check validation process shall not constitute a waiver by HMEFCU or obligate it to process any such Non-Verified Item.
4. The Credit Union may discontinue processing of Non-Verified Items at any time, without cause or prior notice
5. You will not attempt to scan and transmit to us any previously truncated and reconverted Substituted Check. Any previously truncated and reconverted Substituted Check must be physically deposited at one of the branches.
6. You will ensure that checks are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of items  
Endorsements and Procedures You agree to legibly endorse any item transmitted through the Services with the following:
  - a) Your signature,
  - b) "For Mobile Deposit" and
  - c) Your account number

You agree to follow any and all other procedures and instructions for use of this Service as Credit Union may establish from time to time.

7. You will handle, process, maintain and destroy original checks as set forth in bullet point number 14 below.
8. Ensure that no financial institution (depository, collection or payer), drawer or endorser receives presentment or return of, or otherwise is charged for an item more than once in any form
9. You will use the Service, including the entering, processing and transmittal of digital image, in accordance with this Agreement. In addition, you will provide, at your own expense, a Mobile Device required to use the Service (see Appendix A)
10. You will provide, or obtain from another party selected by you at your expense, support and maintenance of such Mobile Device required to use the Service
11. You shall be responsible for verifying the Credit Union's receipt of the Credit Union's transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Credit Union
12. You will ensure that the Mobile Device is operating properly, and inspect and verify the quality of images and ensure that the digital images of paper checks are legible for all posting and clearing purposes
13. You shall exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by HMEFCU or otherwise require for



use of the Service and shall further prevent the use of the Service by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to the Service or Disclosure of any confidential information or instructions by you

**Storage of Original Checks** Upon your receipt of a confirmation from Credit Union that we have received an image that you have transmitted, you agree to retain the check for at least 90 calendar days from the date of the image transmission. After 90 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. You understand and agree that you are responsible for any loss caused by your failure to secure or properly destroy and dispose of original checks.

14. Upon a request from the Credit Union; you will promptly (within 5 business days) provide any retained original check (or, if the original check is no longer in existence, a sufficient copy of the front and back of the original check) to us to aid in the clearing and collection process to resolve claims by third parties with respect to any digital image or as the Credit Union otherwise deems necessary
15. Regulation CC does not indicate how to destroy a check. You understand and agree that a digital image that is not paid by a Payer Financial Institution, or is otherwise returned for any reason, will be returned to you and your Account will be charged for the amount of the Substitute Check plus any associated fee as disclosed in the Credit Union's Fee Schedule.
16. You understand that you are solely responsible for the quality of the Check Image submitted for deposit using the Services.
17. The Credit Union's right to charge your Account will apply without regard to whether the Substitute Check is timely returned to HMEFCU or whether there is any other claim or defense that the item has been improperly returned to the Credit Union
18. You represent, agree and warrant to HMEFCU that (except as otherwise specifically disclosed in writing to the Credit Union) you are not now engaged, and will not during the term of this Agreement engage, in any business that would result in you being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations
19. You will not engage in any activity directly or indirectly related to the use of the Service that is illegal or fraudulent

#### **HARTFORD MUNICIPAL EFCU REMOTE DEPOSIT CAPTURE SERVICE**

1. Your Account will be provisionally credited upon the Credit Union's acceptance of the digital image for deposit which is received by HMEFCU from you through the Service
2. You will create images of the front and back of checks at your location by use of an Application and Mobile Device with a camera
3. You will enter all amounts and any other required information correctly
4. Upon receipt of the digital image, we will review the image for acceptability
5. You understand that in the event you receive notification from us confirming receipt of an image, such notification does not mean that the image contains no errors. You agree to receive these notification via email.



6. The Credit Union will maintain the appropriate Member Account to receive deposits and provide other specific information required by the Credit Union related to the Service
7. As set forth in this Agreement, all deposits received by us are accepted subject to the Credit Union's verification and final inspection and may be rejected by us at our sole discretion
8. All deposits are subject to the terms of the Credit Union's Funds Availability Policy.

**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 and at any time without prior notice to you.

#### **BUSINESS DAY AND AVAILABILITY DISCLOSURE**

Our business days are Monday through Friday, except holidays. Any deposits received after 3:00 p.m. Eastern Standard Time on Monday through Friday will be processed the next business day. Digital images received after 3:00 p.m. Eastern Standard Time on Friday, all day Saturday and Sunday are processed on Monday.

#### **TRANSACTIONS LIMITATIONS OF THE SERVICE**

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current limitations are listed below. We reserve the right to change these limits at any time without prior notice to you.

1. One check may be deposited at a time using the Service
2. A maximum of \$5,000 per check applies to the Service
3. The total check amount per day is \$5,000

#### **UNACCEPTABLE CHECKS FOR DEPOSIT USING THE SERVICE**

1. Third-party checks
2. Checks written for over \$5,000
3. Checks with qualified or conditional endorsements (ex: Payable to HMEFCU without recourse)
4. Checks payable to more than one individual where all parties are not signers on the account may not be deposited using the service (including government checks)
5. Any item stamped "NON-NEGOTIABLE"
6. Bonds
7. Any item issued by a financial institution in a foreign country or foreign currency
8. Any item that is "stale dated" or "postdated"
9. Any item that is incomplete
10. Any item that contains evidence of alteration to the information on the Check



You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an unacceptable item.

## **COMPLIANCE WITH LAW**

The Member shall comply with all laws, rules and regulations applicable to the Member, to the business and operation of the Credit Union, and to the HMEFCU Remote Deposit Capture Service, including, without limitation, Regulation CC, the Uniform Commercial Code and any rules established applicable to digital images. You shall have the responsibility to fulfill any compliance requirement or obligation that the Credit Union and/or you may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the Federal Bank Secrecy Act, the USA Patriot Act and any regulations of the U.S. Treasury Department to implement such acts, as amended from time to time.

## **THE CREDIT UNION'S RIGHTS AND RESPONSIBILITIES**

1. For all digital images processed by you pursuant to this Agreement, the digital images will be converted to Substitute Checks and presented for payment
2. The Credit Union may in its sole discretion determine the manner of processing. All such processing and presentation shall be done in accordance with timeframes and deadlines set forth in this Agreement and as otherwise established by the Credit Union from time to time
3. Unless otherwise agreed by you and us, the Credit Union will process any returned items in accordance with applicable law and the Credit Union's Agreements and Disclosures
4. Subject to bullet point number 6 below, availability of credit from items processed under this Agreement will be subject to the Credit Union's Funds Availability Policy, which may be amended without notice
5. The Credit Union may at its sole option, with or without cause, at any time and from time to time, refuse to process any digital image. The Credit Union may from time to time establish exposure limitations and assign them to you
6. The Credit Union 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 limiting 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 Member Services Disclosure or any other agreement with us.
7. In addition to any other rights the Credit Union may have as regards to your accounts, we may hold and use funds in any deposit account following termination of this Agreement for such time as the Credit Union reasonably determines that any item processed by HMEFCU prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which the Credit Union may be responsible
8. Without limitation, you recognize that under the Rules, the UCC, Regulation CC and the rules of any digital image the Credit Union's representations and warranties as regards Substitute Checks may expose HMEFCU to claims for several years following processing of the Substitute Check
9. The Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control



10. In the event of any of the foregoing failure or delays, you acknowledge that it may instead deposit directly with the Credit Union any original items for processing and presentment provided such original items have not been previously imaged and processed in connection with HMEFCU Remote Deposit Capture Service
11. HMEFCU may add, delete or change the features or functions of the service, at any time in the Credit Union's sole discretion
12. If HMEFCU deems it reasonably practicable to do so and if the change adversely affects the Member's usage of the service, the Credit Union will notify the Member of the change in advance. Otherwise, the Credit Union will notify the Member of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically
13. 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 and at any time without prior notice to you.

### **UNAVAILABILITY OF SERVICE**

The Credit Union may cause the Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond the Credit Union's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to you. You may deposit original checks and other items to any deposit account at the Credit Union in person or in any other manner permitted by Agreement between you and us, and we will be responsible for maintaining procedures and facilities to enable you to do so if the Service is unavailable to you.

### **PROCESSING TIMES**

1. The business days are Monday through Friday (see BUSINESS DAYS)
2. Transmissions processed after 3:00 p.m. Eastern Standard Time on a business day, or on any day that is not a business day, are treated as occurring on the next business day
3. Digital images processed for deposit through the Service will be deemed to have been received by the Credit Union for deposit at the time the imaged items are actually received and accepted at the location where HMEFCU posts the credit to the account.
4. A deposit of a digital image will be deemed to have been received and accepted by Generic for deposit when all of the following have occurred:
  - a. The Credit Union has preliminarily verified that the image quality of the imaged items is acceptable to the Credit Union in its discretion,
  - b. All digital image information is complete,
  - c. And the deposit totals are balanced to the item information provided for the deposit; and
  - d. The Credit Union has successfully performed the verification process with respect to the deposit
5. Notwithstanding the foregoing, digital image received by HMEFCU for deposit may be rejected by the Credit Union in the Credit Union's sole discretion
6. Digital images will be processed and ready for presentment by the Credit Union after the Credit Union receives all good digital images and associated data for any given transmission from you



7. If under bullet point number 4 above, a digital image is not accepted for deposit, the Member may then submit the original check to the Credit Union for processing or contact the maker to reissue the check
8. If you submit the original check for processing, the Credit Union reserves the right to refuse to process the check for deposit and presentment to the Payer Financial Institution and may instead require you to have the maker reissue the check

**Rejection of Deposit** We are not liable for any service or late charges levied against you due to our rejection of any item submitted by these Services. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

**Items Returned Unpaid** With respect to any item that you transmit to us through these Services that we credit to your Account, in the event such item is dishonored; you authorize us to debit the amount of such item from the Account of deposit. All credits resulting from these Services are provisional until final payment by the institution on which the deposited item is drawn.

## **SECURITY PROCEDURES**

1. The Member will be solely responsible for establishing, maintaining and following such security protocols as deemed necessary to ensure that digital images transmitted directly to the Credit Union are intact, secure and confidential until received by the Credit Union
2. You shall comply with online instructions for using the Service by taking reasonable steps to safeguard the confidentiality and security of any passwords, Mobile Devices, and information provided in connection with the Service
3. You shall limit access to any passwords and Mobile Devices to persons who have a need for such access, closely and regularly monitor the activities of those who access the Service; notify the

Credit Union immediately if you have any reason to believe the security of confidentiality required by this provision has been or may be breached; and immediately change the password if the Member knows or suspects the confidentiality of the password has been compromised in any way

4. Security procedures are not designed for the detection of errors, (ex: duplicate transmissions of digital images or errors in information provided to the Credit Union). The Credit Union is not obligated to detect errors by you
5. The Credit Union may deny access to the Service without prior notice if unable to confirm any person's authority to the access the Service or if the Credit Union believes such action is necessary for security reasons
6. The Member warrants each time digital images are transmitted using the Service that the Credit Union's security procedures are reasonable (based on the normal size, type and frequency of transmissions)
7. The Member agrees to be responsible for any transmission the Credit Union receives through this Service, even if it is not authorized by the Member, provided it includes a password or is otherwise processed by the Credit Union in accordance with this security procedure.
8. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. The Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.





## **MEMBER REPRESENTATIONS AND WARRANTIES**

The Member makes the following representations and warranties with respect to each digital image processed by you pursuant to this Agreement:

1. The item is a digital image of the front and back of the check and accurately represents all of the information on the front and back of the check as of the time you converted the check to a digital image
2. The imaged item contains all endorsements applied by parties that previously handled the check in any form for forward collection or return
3. All encoding, transfer, presentment, and other warranties made under applicable law as the Credit Union is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any Substitute Check
4. There will be no duplicate presentment of a check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and you assume responsibility for any such duplicate presentment of any check.

Member also warrants to the Credit Union that:

- All signatures on the check are authentic and authorized.
- The check has not been altered.
- You will only transmit eligible items.
- Images will meet the image quality standards.
- All information you provide to the Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware.

You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision or if the check is dishonored for any other reason.

## **FEES**

You will pay to the Credit Union any applicable fees listed on the Fee Schedule incorporated into this Agreement and available to you by request or on our website, [www.cencap.com](http://www.cencap.com). The Credit Union may increase, alter, add or otherwise change fees and other amounts payable under this Agreement by the Member upon 30 days' notice. Fees may be automatically debited from your Account.

## **PERIOD STATEMENT**

Any remote deposits made through the Service will be reflected on your monthly statement. You are responsible for any errors that you fail to bring to our attention with the stated time periods found in the disclosures.



Refer to the terms and conditions applicable in the Truth-in-Savings Agreement and Disclosure, Electronic Fund Transfer Agreement and Disclosure, and the Substitute Checks and Your Rights Disclosure for resolution of a deposit and Substitute Check errors found on your periodic statement. Refer to the disclosures provided an account opening, request a copy from us or go to our website, [www.cencap.com](http://www.cencap.com), for the most recent version.

**Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership & License** You agree that the Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). 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 the Credit Union's business interest, or (iii) to the Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only 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 mobile deposit Services.

**Relationship** This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

**Joint and Several Liability for Joint Accounts** If a Credit Union Account has more than one owner, whether that person is designated as a "member," "joint owner" or otherwise, each owner acknowledges joint and several liability for all activity occurring on the joint Account. Each of you agrees that if you become indebted to us as a result of authorized use of the Services and that debt is not paid upon our demand or as otherwise required by any Agreement any of you have with us, we can, unless prohibited by law or an agreement governing an Account, take funds from any Credit Union Account in which any of you has an interest to recover all or part of the unpaid debt, without notice and without waiving other rights we have to collect the debt.

**DISCLAIMER OF 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 NONINFRINGEMENT. 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 THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.



**31. 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 TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE CAPITAL CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**32. Electronic Signature** This Agreement is an electronic contract that sets out the legally binding terms of your use of these Services. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "I Accept" button in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "I Accept" button, you accept this Agreement, and agree to the terms, conditions and notices contained or referenced herein. When you click on the "I Accept" button, you also consent to have the Agreement provided to you in electronic form. You may request a non-electronic copy of the Agreement by writing to the Credit Union.

## APPENDIX A

### HMEFCU REMOTE DEPOSIT CAPTURE

The HMEFCU Remote Deposit Capture Application works with a variety of supported mobile devices and utilizes the built-in camera for the capture of the check images. The list of supported devices as of the effective date of this Agreement or as follows:

- 1. iPhone 3GS, 4, 4S, and 5 models**  
Apple iOS 5.0.1 or newer  
*Note: The iPhone 3G is no longer supported on the newest version of Apple's OS. Any current users that have already downloaded the APP on their phone will continue to be able to use it (and use Mobile Capture once activated), but no new users will be able to enroll for Remote Deposit Capture with an iPhone 3G.*
- 2. Google Android models**  
Android (Froyo) 2.2 or newer  
Cameras with 2.0+ Megapixel resolution and autofocus  
Either touch screen or keyboard phones
- 3. iPad 3, 4 and Mini (if iPad App is available)**  
Apple iOS 5.0.1 or newer  
Cameras with 2.0+ Megapixel resolution and autofocus  
*Note: The iPad 1 and the iPad 2 do not meet the minimum camera resolution requirements.*

Other devices may be added from time to time.

You agree to comply with the requirements above which are incorporated by this reference.