



Heritage Family

FEDERAL CREDIT UNION

888.252.8932 • www.hfcuvt.com

Smart Deposit User Agreement

1. This Smart Deposit Agreement (this “Agreement”) sets forth the terms and conditions for the Heritage Family Federal Credit Union Deposit Capture Service (the “Service”) which is or may be made available by Heritage Family Federal Credit Union (“HFCU” or “Credit Union”).

IMPORTANT: Please read the terms of this agreement carefully before using the service application (as defined below). This agreement is a legal agreement between you and HFCU concerning the service and the use of the application. By selecting the “I ACCEPT” button, using the service or downloading, installing or otherwise using the application (each an “acceptance” of this agreement), you acknowledge that you have read this agreement and agree to be bound by the terms and conditions of this agreement. If you do not agree to all of the terms and conditions of the agreement, you are not authorized to use the service and you are to exit downloading, installing or otherwise using the application by selecting the “I DO NOT ACCEPT” button.

In this Agreement the words “you”, “your” and “yours” refer to the Member or anyone who applies for or uses the Service. The words “we,” “us,” “our”, “HFCU” and “Credit Union” refer to HERITAGE FAMILY FEDERAL CREDIT UNION.

Due to the increased risk of spyware on public access computers and/or tablets, this agreement prohibits their access to HFCU eBranch Online Banking app. You further acknowledge that Heritage Family Credit Union will not be liable for any loss that you may suffer through accessing HFCU eBranch Online Banking app and Smart Deposit through any computer, tablet, and/or smart phone. To prevent any unauthorized access to your accounts, you must always use a secure computer, tablet, and or smart phone, sign off of HFCU eBranch Online Banking app and Smart Deposit, and close your browser as soon as you have completed your online banking session.

Please note that your internet service provider and your wireless carrier’s standard data fees apply and are solely at your own expense.

You agree that HFCU may amend, modify, change or replace these terms and conditions, the technical and security requirements and/or any of the services provided under these terms and conditions at any time. The new or revised terms and conditions, technical and security requirements and/or services provided under these terms and conditions are effective and binding once changed and will be electronically provided for your review. If you continue to use HFCU eBranch Online Banking app and Smart Deposit after we post the notice, that means you agree to and accept the new or revised terms and conditions, technical and security requirements and/or the services provided under these terms and conditions as amended. If you do not agree with the new or revised changes made to these terms and conditions, technical and security requirements and/or the revised HFCU eBranch Online Banking app and Smart Deposit you must immediately stop using these services and notify HFCU to terminate your account access.

2. Smart Deposit is a privilege; the Credit Union will limit the use of Smart Deposit to Members in Good Standing. For the purposes of this disclosure, a Member in Good Standing is defined as:
 - who has not caused the Credit Union a loss; and

- who has not experienced repetitive instances of an overdrawn account nor return deposited items within the past six (6) months.

In addition to being a Member in Good Standing, you must also have a Checking Account.

3. You may NOT be eligible for this privilege or your privilege may be revoked if:

- Your account is frozen for any reason;
- you have mishandled these services or your account;
- you have not notified the Credit Union of a change of address and/or we have received returned mail for you; or
- you have defaulted on any agreement with the Credit Union including but not limited to, an account agreement, a loan agreement or a Courtesy Pay repayment plan

4. We may from time-to-time limit or prohibit the use of the service for deposits to certain account types, at our sole discretion. Currently, we do not permit the Service to be used for deposits to the following Accounts: Individual Retirement Accounts (IRAs), Individual Retirements Account Certificates (IRA TSC's), and Term Share Certificate Accounts (TSCs). Further, you are not permitted to use the Service to make payments on any outstanding loan with us.

5. You understand and agree that you will NOT use the Service to deposit the following items:

- Any third-party check, i.e., any item that is made payable to another party and then indorsed to you by such party;
- any item drawn on your personal account at Heritage Family Federal Credit Union;
- any item that contains evidence of alteration to the information on the check;
- any check previously converted to a "substitute check," as defined in Regulation CC;
- any item issued to you by a financial institution in a foreign country;
- a "remotely created check";
- any item that is "stale dated," expired, or "postdated";
- any item that is "non-negotiable" (whether stamped in print or as a watermark);
- any item that has been re-deposited or returned such as "non-sufficient funds" or "refer-to-maker" or returned for any other reason;
- any item that is incomplete;
- cash; or
- savings bonds.

Deposits of this nature will result in the immediate termination of the Service and an immediate reversal of the transaction or credit to your account and you will be charged a returned item fee. A reversal means the amount of the item(s) deposited will be removed from your account, and will reduce your account balance. The reversal and/or the returned item fee may also result in a negative balance on your account.

Eligible Items

- A Check (as defined in 9A V.S.A. § 3-104 Negotiable instrument) is a draft, other than a documentary draft, payable on demand and drawn on a bank or Credit Union. This means:
- a share draft,

- a non-Heritage Family Credit Union (non-HFCU) cashier's check,
- teller's check,
- a money order,
- a traveler's check, or
- a certified check.

Every time you submit a check using this Smart Deposit, you expressly agree to the following:

- Each image is an accurate image of the original paper check that is not a copy or printout.
- The check has not been altered or defaced in any way.
- You or anyone else have not deposited or attempted to deposit the same check for a second time.
- You have not created any image or copies of the check other than the image being submitted through Smart Deposit.
- You will not attempt to redeposit this item.

6. The default maximum amount you may deposit with Smart Deposit on any day is two thousand dollars (\$2,000), with a maximum of twenty thousand dollars (\$20,000) monthly.

Funds that you deposit via Smart Deposit may be subject to review and our internal check hold policy. Funds may not be available until the second business day after the day of your deposit. However, the first five hundred dollars (\$500.00) of your deposit will be available on the first business day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds would be available. For complete information on funds availability - see our disclosures.

We may, at our sole discretion, refuse to accept any item presented for deposit via Smart Deposit. We will notify you via the email address provided in your eBranch enrollment. We will have no liability to you for declining to accept items presented for deposit via Smart Deposit.

Longer delays may apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than two thousand dollars (\$2,000) on any one day through Smart Deposit; or
- There is an emergency, such as failure of communications or computer equipment.

It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by us. To verify your deposit was accepted you can sign into HFCU eBranch Online Banking or HFCU eBranch Online Banking app, and verify your deposit was received. The credit will be provisional until the deposit has cleared.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

Heritage Family Federal Credit Union is not responsible for any technical difficulties you experience attempting to use Smart Deposit. We are not liable for items we do not receive or for images that are not transmitted completely.

7. Each file transmitted by the Member to HFCU shall contain images of the front and the back of the check(s) remotely deposited by the Member. Each image of each check shall be of such quality that the following information can clearly be read and understood by sight review of such image:
- the amount of the check includes both written and numeric values;
 - the payee;
 - the signature of the drawer (maker);
 - the date;
 - the check number;
 - the information identifying the drawer (maker) and the paying financial institution that is preprinted on the check, including the MICR line; and
 - all other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check
8. Items deposited through Smart Deposit need to be indorsed as follows:

(Your Signature)
For Deposit Only
(Your Account Number)
Heritage Family Federal Credit Union

After submission, you must write 'Mobile Deposited' conspicuously on the front of the check, and not attempt to deposit it again anywhere.

9. Our business days are Monday through Friday, except holidays. Any imaged items accepted after 4:00 p.m. Eastern Time on Monday through Friday will be processed the next business day. Imaged items accepted after 4:00 p.m. Eastern Time on Friday, and any time on Saturday or Sunday are processed on the next business day as defined in our Funds Availability Policy Disclosure.
10. You understand and agree that the Service may at times be temporarily unavailable due to system maintenance or technical difficulties including, but not limited to those of the Internet service provider and Internet software. In the event that the Service is unavailable, you acknowledge that you can deposit an original check at our branches, through our ATMs, or by mailing the original check to:
- Heritage Family Federal Credit Union
30 Allen Street
Rutland, VT 05701
11. Heritage Family Federal Credit Union is not responsible for any technical difficulties you experience attempting to use Smart Deposit. We are not liable for items we do not receive or for images that are not transmitted completely.

The Credit Union retains the right to suspend or terminate Smart Deposit at any time, in its sole discretion, with or without notice to the Member. On such termination, the Agreement shall remain in effect with respect to any transaction occurring prior to such termination. The Credit Union may immediately suspend or terminate the Member's access to Smart Deposit in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect Smart Deposit or the Credit Union from harm or compromise of

integrity, security, reputation, or operational ability, or if the Credit Union suspects Smart Deposit is being abused for illicit purposes or the Member's account(s) no longer meets eligibility requirements or is not in good standing.

12. Your application for use of the Service, your notification of approval of your application, the Heritage Family Federal Credit Union Member Account Agreement, which includes the Terms and Conditions of Your Account, Electronic Fund Transfers – Your Rights and Responsibilities, Check 21 and Substitute Checks and Funds Availability Disclosure and the Schedule of Fees are incorporated by reference into this Agreement in their entirety. HFCU reserves the right to amend the Member Account Information Disclosure, the Schedule of Fees and all other disclosures referenced at any time with or without prior notice to you.