



This Remote Deposit Anywhere User Agreement (the “Agreement”) controls the terms and conditions for your use of the Remote Deposit Anywhere services that Heritage Family Federal Credit Union (“HFFCU,” “HFCU,” “Credit Union,” “us,” or “we”) may provide to you (“you,” “your,” or “Member”).

1. **Agreement and Incorporation:** This Remote Deposit Anywhere (“RDA”) service Agreement is incorporated by reference into your Membership & Account Agreement or Business Member & Account Agreement, Fee Schedule, and any eServices or electronic fund transfer disclosures you have received. It governs only the RDA service; all other terms and conditions shall remain in full force and effect.

**Binding Effect:** By enrolling in, activating, or using RDA, you agree to all terms, conditions, warranties, and disclaimers set forth herein. This Agreement supersedes any prior RDA-related communications, whether oral or written.

2. **Definitions:** For purposes of this Agreement:
  - a. “Account(s)” mean your designated deposit account(s) into which RDA items are to be deposited.
  - b. “Business Day” means a day on which financial institutions are open in Vermont and New York, excluding Saturdays, Sundays, and federal holidays.
  - c. “Eligible Item” means a negotiable demand draft or check payable in U.S. dollars, properly payable to you, drawn on a U.S. financial institution, and otherwise meeting the criteria of UCC § 4-104 and Regulation CC.
  - d. “Image Replacement Document” or “IRD” means a paper reproduction of an image of an Eligible Item that conforms to Regulation CC and UCC § 4-102.
  - e. “Member in Good Standing” means a Member whose account(s) are not delinquent, have not caused a loss to the Credit Union, do not have repeated overdrafts or returned items within the last six (6) months, or are not in default of any agreement with us.
  - f. “Remote Deposit Anywhere” or “RDA” or “Service” means the service by which you may digitize and transmit images of Eligible Items for deposit.

3. **License Grant and Restrictions**

**Limited License:** We grant you a revocable, non-exclusive, non-transferable, limited right to access and use RDA solely for depositing Eligible Items into your Account(s).

**Proprietary Rights:** All software, documentation, technology, trademarks, and content related to RDA are our property or licensed to us. You may not reverse-engineer, decompile, disassemble, rent, lease, or sublicense any portion of the Service.

**No Unlawful Use:** You must comply with all applicable laws—including the EFTA, UCC, OFAC, and BSA/AML—and may not use RDA for any unlawful or unauthorized purpose.

**4. Enrollment, Activation, and Authentication:**

**Eligibility:** To enroll, you must be a Member in Good Standing and maintain an active checking or savings account. Approval of your enrollment application is within our sole discretion. HFCU does not allow RDA deposits into IRAs, IRA certificates, Term Share Certificates, or for direct payment for loan payments. The RDA Service is to be used to deposit Eligible Items into a checking or savings account.

**Activation:** If eligible, RDA enrollment will be available in your Online Banking Mobile App. You must complete multi-factor authentication challenge before use.

**Credentials:** You are responsible for safeguarding your username, password, security tokens, and biometric credentials. You must notify us immediately if you suspect unauthorized access.

**5. Hardware, Software, and Security Requirements:**

**Device Compatibility:** Supported devices and operating systems include the last two versions of Apple's Mobile iOS operating system and Google's Android operating system; supported browsers include the two most recent versions of Chrome, Edge, Firefox, and Safari. We may update requirements at any time.

**Connectivity:** You are responsible for all costs associated with data or network usage.

**Encryption and Transmission:** All image transmissions occur over TLS 1.2 (or higher) encrypted channels. We employ intrusion detection and network firewalls.

**Member's Duty:** You agree to maintain up-to-date antivirus, antimalware, and firewall software on your device, and to install security updates promptly. We shall not be liable for losses caused by your failure to secure your device. Member must always sign off and close their app upon completion of their use of the Service.

**6. Eligible Items and Endorsement Standards:**

**Acceptable Items:**

- Personal and business checks;
- U.S. Treasury checks;
- Cashier's, certified, and teller's checks;
- Money Order;
- Traveler's Check.

**Prohibited Items:**

- Including, but not limited to:
  - Third-party and substitute checks or Image Replacement Documents;

- Any item drawn on your personal account at HFCU;
- Altered checks;
- Previously deposited checks;
- Post-dated, stale-dated, or expired items;
- Items drawn on foreign institutions or in foreign currency;
- Items with missing or improper endorsements;
- Incomplete items;
- Returned checks;
- Cash;
- Savings Bonds;
- A “Remotely Created Check;”
- Any item you know, suspect, or should reasonably know or suspect is fraudulent;

#### **Endorsement Requirements:**

- Your signature must appear on the back.
- Immediately beneath your signature write, in a single line, one of the following phrases **must** appear in **print**:
  - “For Mobile Deposit at Heritage FCU”
  - “Mobile Deposit Only at Heritage FCU”
  - “Mobile Deposit Heritage Family CU”
- Do not stack endorsements; ensure only one endorsement per Eligible Item.
- After submission, write “Mobile Deposited” on the front of the check with the date of deposit. Optionally, include the reference number for your records.

#### **7. Image Quality and Transmission Procedures:**

**Image Standards:** Images must meet or exceed ANSI X9.37 standards (300 dpi, grayscale, no shadows, all four corners visible). The image must be taken in real-time at the time of the deposit and of a physical check that you have in your possession.

**Retention:** You must retain each original check for at least thirty (30) calendar days after the image has been transmitted and the deposit confirmed, then destroy by cross-cut shredding. Member is responsible for the safeguarding of the original check until such time they can be destroyed.

**Duplicate Processing:** You must not present, deposit, or transmit any check more than once, and must promptly notify us if a duplicate occurs.

#### **8. Deposit Limits, Cut-off Times, and Availability:**

**Limits:** We may establish, adjust, or revoke per-item, daily, and aggregate limits at any time.

Current default limits:

- *Individual Check Max Amount:* \$5,000
- *Maximum Daily Amount:* \$10,000

- *Maximum Monthly Amount: \$25,000*
- *Maximum Daily Number of Checks: 10*
- *Maximum Monthly Number of Checks: 30*

**Cut-off Time:** Deposits submitted by 4:00 pm Eastern Time on a Business Day (Monday through Friday, except holidays) are considered received that Business Day; after cut-off or on non-Business Days, received the next Business Day as defined in our Funds Availability Policy Disclosure.

**RDA Maintenance or Technology Failure:**

You understand that the Service may be temporarily unavailable at times 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 any one of our branches, through our ATMs or ITMs, or by mailing the check to:

Heritage Family Credit Union  
30 Allen Street  
Rutland, VT 05701

**Funds Availability:**

- At least the first \$275 available next Business Day;
- Remaining funds available the second Business Day after receipt.
- We may extend holds up to eleven (11) Business Days under certain risk conditions; in such cases, we will notify you within one Business Day of receipt.

**Notifications of Receipt:**

On each Business Day by 11 am Eastern Time and 5 pm Eastern Time, Member's whom attempted to deposit a check will receive an email notification alerting them to the status of each check they deposited – Approved or Denied. Each notification will contain the amount of the check and a reference number in order to refer to the deposit. For more information as to why a check was denied, please either send a secure message through Online Banking or call the Contact Center at 888.252.8932.

**Provisional Credit; Final Settlement:**

Member acknowledges and agrees that any credit to the Account for checks deposited via RDA is provisional and subject to final payment. Pursuant to Regulation CC, Subpart B, we will provisionally credit your Account by the next Business Day after we receive the item; however, such credit does not constitute final settlement. You understand that funds made available on a provisional basis may be reversed (and your Account debited) if the deposited item is dishonored, returned unpaid, or otherwise not finally paid. No funds shall be deemed finally collected or released from provisional status until the Credit Union has received full and final payment for the item, and you remain liable to us for any loss we incur arising from your deposit of a dishonored item.

**Return Item Handling:**

If any deposit item transmitted via RDA is dishonored, returned unpaid, or otherwise not finally paid ("Returned Item"), we will debit your Account for the amount of the Returned Item and any applicable fees. In accordance with Regulation CC, Subpart D, we will provide you, at no charge, with either:

1. A legible image of the front and back of the original check; or
2. A Substitute Check (as defined in UCC § 4-102).

We will make such image or Substitute Check available to you via secure messaging in Online Banking, email, or U.S. mail, within the timeframes required by Regulation CC.

**9. Fees and Charges:**

**Service Fees:** Please refer to your Member Fee Schedule for any applicable fees.

**10. Member Warranties, Representations, and Indemnification:**

**Warranties:** You represent and warrant that each image:

- Accurately and legibly depicts all information on the front and back of the check;
- Has not been altered, mutilated, or obscured;
- Is not subject to any legal restriction or encumbrance;
- Only acceptable items will be deposited;
- Images will meet the quality standards;
- No duplicate items will be deposited;
- Member will not deposit the original item;
- The Credit Union will not sustain a loss because the member deposited an image.

**Indemnification:** You agree to indemnify, defend, and hold us harmless from any liability, loss, or expense (including reasonable attorney's fees) arising from your breach of any representation, warranty, or obligation under this Agreement, except to the extent caused by our gross negligence or willful misconduct. The Member further indemnifies the Credit Union from any loss for breach of Reg CC's warranty provisions for substitute checks.

**11. Error Resolution, Statements, and Notification:**

**Error Reporting:** You must examine your account statements promptly and notify us of any unauthorized or erroneous transactions within sixty (60) days of statement date. Failure to do so may bar you from asserting the claim.

**Notification Methods:** Errors may be reported via secure message in Online Banking, in writing to our main address, or by calling Contact Center at 888.282.8932.

**12. Suspension, Termination, and Modification:**

**Suspension/Termination by Us:** We may suspend or terminate your access to RDA immediately if:

- You breach this Agreement or any related agreement.

- We suspect fraud, unauthorized use, or a threat to system security.

**Termination by You:** You may terminate RDA by written notice, secure message, or phone. Termination does not affect obligations incurred prior to termination.

**Survival:** Sections 2, 3, 5, 10, 11, and 13–17 shall survive termination.

**13. Cooperation with Clearing and Investigations:**

You agree to cooperate fully with us or any clearinghouse in any investigation of dishonored items, fraud, or claims, including providing requested originals, copies, or other records.

**14. Confidentiality and Data Privacy:**

**Confidential Information:** You shall not disclose any proprietary or confidential information regarding RDA technology, processes, or data.

**Privacy:** Your use of RDA is subject to our Privacy Notice and our general eServices Data Security policies. We will screen deposits through OFAC and BSA/AML systems in accordance with law.

**Personal Data Disclosure:** We collect information from you and about you in order to create transactions and maintain reporting on those transactions. This may include:

- **Identifying Information:** We may collect information that helps us identify you. Including your name, address, and other unique identifiers.
- **Transaction Information:** We have may also collect data necessary for financial transactions, including your account number, your bank or credit union routing number, and other transaction- related information.

**15. Force Majeure:**

Neither party shall be liable for delays or failures due to causes beyond reasonable control, including acts of God, war, terrorism, strikes, pandemics, or governmental regulations.

**16. Governing Law, Venue, and Severability:**

**Governing Law:** This Agreement shall be governed by and construed under the laws of the States of Vermont, without regard to conflict-of-law principles.

**Venue:** Any action or proceeding shall be brought exclusively in state or federal courts located in Rutland County, Vermont.

**Severability:** If any provision is adjudged invalid, the remaining provisions shall remain in full force and effect.

**No Waiver:** No waiver of any right or provision shall be deemed a continuing waiver unless expressly so stated in writing.

**17. Notices and Contact Information:**

**Notices to You:** We may deliver notices via email to your address on file, postal mail, or secure messaging within Online Banking.

**Your Notices to Us:** Send written notices to:

Heritage Family Credit Union

c/o Deposit Ops

26 Allen St

Rutland, VT 05701

**Contact Center:** Phone: 888.252.8932

**Email:** [eservices@hfcuvt.com](mailto:eservices@hfcuvt.com)