

APCI eDeposit User Agreement

This APCI eDeposit User Agreement (“**Agreement**”) contains the terms and conditions for the use of APCI Federal Credit Union (FCU) APCI eDeposit service that APCI FCU may provide to you. From time to time, we may amend these terms and modify or cancel the eDeposit services we offer without notice, except as may be required by law. Your continued use of the APCI FCU eDeposit Services shall indicate your agreement, acknowledgment and acceptance of any such changes. Other agreements you have entered into with APCI FCU, including your Membership Agreement, are incorporated by reference and made a part of this Agreement.

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - “**Account(s)**” means your eligible APCI FCU share savings, share draft checking, and other APCI FCU products that can be accessed through APCI eDeposit;
 - “**You**”, “**Your(s)**”, and “**Member**” mean each person with authorized access to your Account(s) who applies and uses APCI eDeposit; and
 - “**APCI FCU**”, “**We**”, “**Our**”, “**Us**” and “**Credit Union**” means APCI Federal Credit Union.
2. **Services.** The APCI eDeposit services (“**Services**”) are designed to allow you to deposit checks into eligible APCI FCU accounts from your mobile device or other remote location by scanning the checks and delivering the images and associated deposit information to APCI FCU.
3. **Member Eligibility.** You understand that you must be an APCI FCU member in good standing as determined by the Bylaws of APCI FCU.
4. **Fees.** Currently, there is no fee for the Services. APCI FCU may impose charges for the Services and will provide you with thirty (30) calendar day written or electronic notice. APCI eDeposit is only available within the APCI eMobile App; you understand and acknowledge that standard carrier text messaging and data fees may apply.
5. **Acceptance of Terms. Your use of the Services constitutes your acceptance of this Agreement.** This Agreement is subject to change from time to time, either generally or in connection with your use. APCI FCU reserves the right, at its sole discretion, to change, modify, add, or remove elements of the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services and to this Agreement. You assume all responsibility to check APCI FCU’s website for changes prior to your use of the Services. As a convenience, we may (but will not be obligated to) send electronic notices to you regarding changes to this Agreement.
6. **Notification.** If we reject or modify your deposit, you will receive notice via your primary email address on file with APCI FCU. It is your responsibility to keep this email address current. Other notifications and disclosures related to your Account(s) may be made via email, as well.
7. **No Guarantee of Service.** From time to time, technical or other difficulties, may affect the Services’ use. We do not assume responsibility for any technical or other difficulties, or any resulting damages that you may incur as a result of such difficulties, whether caused by us, you, third party, or a force of nature. Some of the Services may have minimum hardware or software qualification requirements. We reserve the right, at our sole discretion, to change such qualifications at any time and without prior notice to you. We reserve the right, at our sole

discretion, to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately, or at any time, without prior notice to you. As a convenience, we may (but will not be obligated to) send electronic notices to you regarding changes to the qualifications or Services.

8. **Eligible Items.** You agree to scan and deposit only “checks” as that term is defined in “Federal Reserve Regulation CC, Availability of Funds and Collection of Checks” (“Reg CC”). You agree that the image of the check transmitted to APCI FCU shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code, as adopted in the Commonwealth of Pennsylvania. You agree that you will not use the Services to scan and deposit any ineligible items including, but not limited to the following:
 - a. Checks or items payable to any person or entity other than you.
 - b. “Stale dated” checks that are dated more than 6 months prior to the date of deposit.
 - c. “Postdated” checks that are dated later than the day of deposit.
 - d. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent.
 - e. Checks or items not payable in United States currency.
 - f. Items drawn on a financial institution located outside the United States.
 - g. Items previously converted to a substitute check.
 - h. Items that are remotely created checks.
 - i. Checks or other items drawn or otherwise issued by you, or any other person, on any APCI FCU account on which you are an owner or joint owner.
 - j. Any other checks or items that are not acceptable for deposit by APCI FCU, including but not limited to, Auto Drafts, Money Orders, Bill Payer checks, Signature Loan checks and travelers checks.
9. **Deposit Limits.** We reserve the right to impose (at our sole discretion) limits on the number of deposits that you transmit and/or the amount of any one or combined deposits you transmit, using the Services, and to modify such limits from time to time.
10. **Image Quality.** The image of the item transmitted to APCI FCU must be clearly legible. The image being transmitted must comply with any such standards for image quality established by APCI FCU, or any other regulatory agency, clearing house or association. If the image you transmit does not meet these standards, your check may be rejected and not deposited to your APCI FCU account.
11. **Item Endorsements and Procedures.** You agree to sign and endorse any item transmitted through the Services as “For mobile deposit only” or as otherwise established by APCI FCU. You agree to follow any and all other procedures and instructions for the Services as APCI FCU may provide from time to time. Double Endorsed checks may not be deposited and will not be accepted. A “double endorsed” check is made payable to one person, who then endorses it as payable to another: e.g., A check is payable to Jane Jones. Jane Jones signs the back of the check and then writes “pay to the order of Sam Smith.” Sam Smith then signs the check and deposits it to his account.
12. **Availability of Funds.** You understand and agree that items transmitted using the Services are not subject to the funds availability requirements of Reg CC. Funds deposited using the Services may be available on or by the next business day. However, in some cases, longer delays may also apply.

13. **Devices.** In order to utilize the Services, you must have a supportable mobile device including, a cellular phone or other mobile device that is web-enabled and allows secure single socket layer (SSL) encryption (128 bit) traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.
14. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our sole discretion, without liability. We are not responsible for items we do not receive or for images that are transmitted incompletely or that are not legible. Any transmitted confirmation does not mean that the transmission was error free or complete. Credit given for the item is provisional and subject to final APCI FCU acceptance and you agree to indemnify and hold APCI FCU (and its members, officers, employees and affiliates harmless) from and against any costs, charges, claims or other losses sustained as a result of the acceptance of the item.
15. **Method of Presentment of Items.** The manner in which items are cleared, presented for payment, and collected shall be in APCI FCU's sole discretion. [Please refer to our Important Account Information brochure.](#)
16. **Maintenance, Retention and Destruction of Original Items.** You agree to retain each item for at least 90 calendar days, after the item has been scanned and transmitted and you have received your Statement confirming the deposit, you may then dispose of the item in a way that it cannot be re-presented for payment. **Upon your receipt of confirmation that APCI FCU has received the image of an item, you agree to prominently write the date and the words "Electronically Presented" on the front of the item. Further, you agree not to present the item again.** You will promptly provide any retained item (or, if the item no longer exists, a clear copy of the front and back of the item), to APCI FCU as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item. You agree to comply with any request for audit or request for production of any documents, as deemed necessary by APCI FCU. If any check or other item is re-presented or re-deposited, your account may be debited for the amount of that check or item.
17. **Return Items.** If an item you transmit for deposit is dishonored, you may receive an image of the original item or a substitute as the charged back instrument. A fee may be charged for this service.
18. **Errors.** You agree to notify APCI FCU of any suspected errors regarding items deposited through the Services right away, and in no event later than sixty (60) days after the applicable APCI FCU account statement is sent. Unless you notify APCI FCU within these sixty (60) days, such statement containing the record of all deposits made through the Services shall be conclusively deemed correct, and you will be deemed to have waived such claim and shall accordingly be prohibited from making a claim against APCI FCU for the error. You will immediately contact APCI FCU regarding such error as set forth below.

Telephone APCI FCU at: 800-821-5104
Or email APCI FCU at: e.commerce@apcifcu.org

19. **Confidentiality.** You acknowledge and agree that confidential data relating to the Services, marketing, strategies, business operations and business systems (collectively, “**Confidential Information**”) may come into your possession in connection with this Agreement. You understand

and agree that you are prohibited from disclosing and agree to maintain the confidentiality of APCI FCU’s Confidential Information.

20. **Disclaimer of Warranties.** APCI FCU’S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES AND YOUR RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE. YOU AGREE THAT 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 SERVICE WILL BE ACCURATE OR RELIABLE; AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

21. **Limitation of Liability.** APCI FCU’s liability for errors or omissions with respect to the data transmitted or printed by APCI FCU will be limited to correcting the errors or omissions, subject to the limits stated in this Agreement. YOU AGREE THAT APCI FCU 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 OF, OR THE INABILITY TO USE, THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF APCI FCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

22. **User warranties and indemnification. You warrant to APCI FCU that:**

- a. You will only transmit eligible items that are properly endorsed.
- b. Images that you transmit will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or re-present the original item once it has been scanned and sent through.
- e. All information you provide to APCI FCU is accurate and true.
- f. APCI FCU will not sustain a loss because you have deposited an image.
- g. You will comply with this Agreement and all applicable rules, laws and regulations.
- h. Items you transmit do not contain viruses.
- i. You will indemnify APCI FCU (and its members, officers, employees and affiliates harmless) and hold APCI FCU (and its members, officers, employees and affiliates harmless) harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney’s fees and expenses arising from your: (i) negligent or intentional conduct; (ii) use of the Services; and/or (iii) breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

23. **Governing Law.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in any United States federal court or state court located in the Commonwealth of Pennsylvania, County of Lehigh, and each party

irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

24. **Other terms.** This Agreement supplements the terms of your Membership Agreement and Disclosures. Together they constitute the entire agreement between you and APCI FCU with respect to the Services. You may not assign this Agreement without the prior written consent of APCI FCU. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by us of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by an authorized representative of the APCI FCU. No waiver by us shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

By clicking "I Agree", you:

- Acknowledge you have read and understand this **APCI eDeposit User Agreement**;
- You represent to the APCI FCU that the device you intend to use in connection with this Service meets the requirements above; and
- You agree to receipt of this Agreement and all updates to this Agreement in electronic form.