

GEICO FEDERAL CREDIT UNION

REMOTE DEPOSIT CAPTURE DISCLOSURE AND AGREEMENT

This Remote Deposit Capture Services Disclosure and Agreement ("Agreement") governs the use of Remote Deposit Capture Services ("RDC", "RDC Services" or "Services") offered by GEICO Federal Credit Union ("Credit Union", "we", "us", "our") to accountholders ("you", "your" or "user"). By clicking "I Agree" when you register for our RDC Services and/or by using the RDC Services, you agree to the terms and conditions of this Agreement.

Description of the RDC Services

The RDC Services allow you to make deposits to certain accounts with us that we approve ("Account") by electronically transmitting a digital check image. In order to use the Service, you must be enrolled in our Online Banking service and our Mobile Banking application must be installed on your wireless device. You acknowledge and agree that no transaction made through or using the Service is an "electronic fund transfer" as defined by the federal Electronic Fund Transfer Act and/or Regulation E of the Consumer Financial Protection Bureau.

Ineligible Accounts

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 Retirement Account Certificates (IRA CD's)
- Share Certificate Accounts

Further, you are not permitted to use the Service to make payments on any outstanding loan with us.

Eligible Items

You agree that you will use the Service only to scan and transmit images of "checks", as that term is defined in Regulation CC of the Board of Governors of the Federal Reserve System, for a deposit to your Account. Any reference herein to "check" shall refer to each and every check or item that is transmitted to us by you using the Service, both individually and collectively. You agree that the image of any check that is transmitted via the Service shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Maryland. You further agree that you will **NOT** use the Service to scan or transmit any check or item that is:

- Payable to any person or entity other than you ("third party check")
- Checks payable to you and another party who is not a joint owner on the account.
- Checks drawn by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks previously converted to substitute checks, as defined in Regulation CC of the Federal Reserve ("Reg. CC") or other applicable federal law or regulation
- Checks previously presented for payment at other institutions
- Checks not issued in US dollars or not drawn on a US financial institution
- Checks that are incomplete

- Checks stamped with “non-negotiable” watermarks
- Checks that are remotely created checks as defined in Reg. CC
- Checks dated more than 6 months prior to the date of deposit (“Stale Dated”)
- Checks not acceptable under the terms of your Member Account Agreement or prohibited by our current Security Access procedures
- Savings Bond
- Starter Checks
- Lottery or prize winning checks
- Cash

Image Quality

The image of any check transmitted to us through the Service must, in our sole and absolute judgment, be legible and contain images of the front and back of the check. The image quality of the check must meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association. These requirements include, but are not limited to, ensuring the following information can be clearly read and understood by sight review of the check image: (a) the amount of the check (both written and numeric); (b) the payee; (c) the signature of the drawer (maker); (d) the date the check was written; (e) the check number; (f) pre-printed information that identifies the drawer and the financial institution on which the check is drawn, including the MICR encoded account number and financial institution routing/transit number; (g) all other information placed on the check prior to the time an image of the check is captured, such as any endorsements applied to the back of the check.

Endorsements

You agree to restrictively endorse any check transmitted through the Service by supplying the following verbiage: “For Remote Deposit to GEICO FCU”, followed by your legally-binding signature to endorse the check. For example, a proper endorsement would appear as follows:

For Remote Deposit Only
s/ Sue Ellen Ewing

You further agree that we may handle and process any check image you transmit to us through the Service in accordance with the terms of this Agreement notwithstanding any restrictive, qualified, or conditional endorsement you may apply to the check without our approval or direction.

Security Procedures

You agree to follow any and all procedures, instructions, and guides for use of the Service as we may require from time to time and download each software update as it is available by us to you. We may require you to use a user identification code, a personal identification number, and/or passwords and other security procedures (collectively, “Security Access Procedures”) to access the Service. You agree at all times to comply with the Security Access Procedures, to safeguard the confidentiality of the Security Access Procedures, and to notify us immediately if you have any reason to believe the security or confidentiality of the Security Access Procedures has been compromised or breached. Member further agrees not to (i) modify, change, alter, translate, create, derivative works from, reverse engineer, disassemble or decompile the technology of RDC; (ii) copy or reproduce all or any part of the technology of RDC; or (iii) interfere, or attempt to interfere, with the technology of RDC.

Username and Password

To use RDC, Member must enroll in Online Banking to obtain username and password through the Credit Union. Member accepts responsibility to maintain confidentiality of the username or password and Member assumes full responsibility for Member providing the username or password to a third party. Member agrees to hold Credit Union harmless for any losses caused by Member's negligence in securing the username or password.

Receipt of Images

We have no obligation to accept any check or image you transmit to us through the Service, and we may reject any check or image that you transmit in our sole and absolute discretion without liability to you. You agree that we are not responsible or liable to you for images that are dropped during transmission, which we do not receive, or that are intercepted or altered by, or misdirected to, any unauthorized third party. You assume the risk that any check image or information from a check image may be intercepted or misdirected during transmission. An image shall be deemed received by us when the funds deposited appears as "Deposit Accepted" under the Deposit History tab. Such confirmation only confirms the receipt of the image and does not confirm that the transmission was complete or error free, or that the amount of the check will be finally collected from the drawee institutions and/or credited to your Account. If, after we confirm the receipt of a check image, we determine that the check is Prohibited Check, you agree that we may charge the amount of the check back to your Account. You agree that we will not be liable to you for any loss, costs, or fees as a result of the exercise of our chargeback rights.

Funds Availability

For the purpose of funds availability, Remote Deposits are made in Chevy Chase Maryland. Remote Deposits confirmed as received by 2:00 PM Eastern Standard Time on a business day will be credited to your account the same business day. Deposits confirmed received after 2:00 PM and deposits confirmed received on holidays or days that are not our business days will be credited to your account the next business day. For purposes of this Service, the term "Business Day" means Monday, Tuesday, Wednesday, Thursday or Friday, except when those days are holidays or days on which we may be closed due to emergency conditions. Funds will be available as described in our Funds Availability Disclosure.

Remote Deposit Unavailability

The RDC Service is provided by us to you as a convenience. Remote Deposit Capture may be unavailable temporarily due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider and internet software. In the event that Remote Deposit Capture is unavailable, you may deposit the original check at our branches or through our ATMs or by mailing the original check to:

GEICO Federal Credit Union
One GEICO Plaza
Washington, DC 20076

Force Majeure

GEICO FCU will not be liable to Member if delivery or performance of any aspect of RDC is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; labor disputes; fires; floods; acts of God; federal, state, or municipal action, statute, ordinance, or regulation; or without limiting the foregoing, any other causes not within our reasonable control, and which by the exercise of reasonable diligence we are unable to prevent, whether the cause is listed herein or not.

Errors

You agree to notify us immediately of any suspected errors regarding your use of the Service. You may notify us by calling (800) 542-7896 or writing us at GEICO Federal Credit Union, One GEICO Plaza Washington, DC 20076. Any transactions made through the Service will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to use of the Service by no later than sixty (60) calendar days after the date of the monthly account statement on which the allegedly erroneous transaction appears or should have appeared. You are responsible for any errors that you fail to bring to our attention within such time period.

Your Representations and Warranties to Us; Indemnification

Each time you use the Service to transmit any check image to us; you represent and warrant to us that:

- The check is not a Prohibited Check
- You are entitled to enforce the check
- All signatures on the front and back of the check are authentic and authorized
- The check is not a counterfeit item or altered
- The check is not subject to a defense or claim in recoupment of any party that can be asserted against you
- You have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of the check
- The check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the drawer of the check
- The check image transmitted by you to us contains an accurate representation of the front and the back of the check and otherwise complies with all the requirements of the Service (including, but not limited to, any endorsement requirements)
- You will neither create nor transmit through the Service any duplicate image of the check, nor will you deposit or otherwise negotiate the original check
- No person or entity will be asked to make payment on the check more than once, neither we nor any subsequent transferees of the check or its image will sustain a loss as the result of the fact that an image of the check, instead of the original check, was accepted by us through the Service, presented for payment, or returned
- The image of the check contains no computer viruses or other harmful, intrusive, or invasive codes
- All information you have provided to us in connection with the Service and the transaction is complete, true, accurate, and current
- The transaction otherwise complies in all respects with your duties, obligations, and agreements under this Agreement

YOU AGREE TO INDEMNIFY US AND TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF THE SERVICE, AND/OR OUR PROVISION OF THE SERVICE TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND HOLD US HARMLESS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

Storage of Original Checks

After you receive confirmation that we have received an image, you must securely store the original check for 90 days after transmission to us and make the original check accessible to us at our request. In the event the original check is requested, you must make the original paper check available to GEICO FCU at your expense or in person, within 5 business days. If you fail to produce the original check within 5 days of our request during the 90-day period, you authorize GEICO FCU to deduct the amount in question from your account, regardless of whether such deduction may result in a negative balance, and to pay any associated fee. Promptly after the expiration of the Check Retention Period, you agree to destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction.

Transaction Limits

We may from time to time impose or change limits on your use of the Service, including but not limited to, limits on the dollar amount and/or the number of checks you may transmit using the Service. We may accept or reject any transaction you attempt in excess of these limits in our sole discretion. The maximum daily Remote Deposit limit is \$5000 and the maximum monthly Remote Deposit total may not exceed \$10,000. Your individual daily and monthly Remote Deposit limit may be higher or lower depending on your relationship with GEICO FCU.

Presentment and Collection

The manner in which checks and images transmitted through the Service are cleared, presented for payment and collected shall be in our sole discretion subject to the Deposit Account Agreement governing your Account.

Disclaimer of Warranties by Us

YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN 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.

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 WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. WARNING: THIS SERVICE SHOULD NOT BE USED WHILE YOU ARE OPERATING A MOTOR VEHICLE.

Equipment/Mobile Device Specifications

In order to use the Services, your equipment must be able to mobile applications. The wireless or mobile device must meet current minimum technical specifications. You may refer to the Online Banking section of our website (www.GEICOFCU.org) for current information on required software, and other equipment. We do not guarantee the compatibility of the Services with all mobile devices, internet browsers, and software. You are responsible for obtaining and properly installing and maintaining all telephone equipment and services, wireless services, internet connection services, software, and all necessary upgrades thereto, and all other equipment necessary for you to access and use the Services.

Updated Contact Information

You agree to notify us immediately if you change your residential/mailling address, your telephone number or email address, as your email address is where we will send notification of receipt of RDC items. You authorize us to send information and inquiries to the email address we have on file for your Account.

Cancellation

You may cancel your participation in the RDC Service by calling us at (800) (542-7896). We reserve the right to change or cancel the RDC Service at any time without notice to you. We may also suspend your access to the RDC Service at any time without notice and for any reason, including but not limited to, your non-use of the Service.

Relationship to Other Agreements

You agree that when you use the RDC Service, you will remain subject to the terms and conditions of all your existing agreements with us or any service provider of yours, including service carriers or providers (e.g. AT&T, Verizon, Sprint, T-Mobile, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the RDC Service (for example, your mobile service carrier or provider may impose data usage charges for your use of or interaction with the RDC Service, including while downloading the software, or other use of your mobile device when using the software or other products and services provided by the RDC Service), and you agree to be solely responsible for all such fees, limitations and restrictions.

Service Charges

All charges associated with the RDC Service are disclosed in our Fee Schedule. You agree to pay related account transaction fees and charges in accordance with our current Fee Schedule, as amended from time to time. You authorize us to automatically charge your Account for all such fees incurred in connection with the RDC Service.