

## DIGITAL DEPOSITS (REMOTE DEPOSIT CAPTURE) ADDENDUM

PLEASE READ THIS DIGITAL DEPOSIT (REMOTE DEPOSIT CAPTURE) ADDENDUM (THIS “ADDENDUM”) AND THE DIGITAL SERVICES – ONLINE AND MOBILE BANKING AGREEMENT (THE “DIGITAL SERVICES AGREEMENT”) (available at: [lovebethpage.com/DigitalAgreement](http://lovebethpage.com/DigitalAgreement)) CAREFULLY. BY ACCESSING OR USING ANY DIGITAL DEPOSIT SERVICES (AS DEFINED BELOW) YOU AGREE TO BE BOUND BY THIS ADDENDUM AND THE DIGITAL SERVICES AGREEMENT, AS FURTHER DESCRIBED BELOW. THIS ADDENDUM IS SUBJECT TO CHANGE AND ANY CHANGES WILL BE INCORPORATED INTO THIS ADDENDUM AS PROVIDED IN “CHANGES TO THIS ADDENDUM” BELOW. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS ADDENDUM AND THE DIGITAL SERVICES AGREEMENT, YOU ARE NOT PERMITTED TO ACCESS OR USE ANY SERVICE.

All capitalized terms used but not defined in this Addendum shall have the meanings given to those terms in the Digital Services Agreement or your Member Account Agreement available at: [lovebethpage.com/DigitalAgreement](http://lovebethpage.com/DigitalAgreement) and [lovebethpage.com/consumerMAA](http://lovebethpage.com/consumerMAA) or [lovebethpage.com/businessMAA](http://lovebethpage.com/businessMAA) respectively.

This Addendum governs Digital Deposits (as defined below) and contains additional terms and conditions for the Digital Deposit service offered through our Digital Services.

### GENERAL INFORMATION

“Digital Deposits” and the “Service” refer to check deposits using “Remote Deposit Capture” or “RDC”. The Service allows you to create an image of an eligible paper check and transmit that image to us for deposit into your account, using your mobile or tablet device with our mobile app (check with your wireless carrier for any text message rates that may apply). You can also scan the check image to a computer and then upload the check image in Online Banking or for Business Members, through the RDC Business Online Portal.

### INELIGIBLE FOR DIGITAL DEPOSIT SERVICE

Certain items are not eligible for Digital Deposit and you must not attempt to transmit them to us. These items include:

1. Checks that are not payable in U.S. currency or are not drawn on a financial institution located in the U.S.
2. Checks payable to someone other than you.
3. Official Bank checks (Tellers, Cashiers, Certified), money orders, savings bonds, or traveler’s checks.
4. Image of a check that never existed in paper form. These are sometimes called “electronically created items”.
5. Checks that were previously deposited by you and returned to you unpaid.
6. Checks that are incomplete, have been altered, not legible, or do not conform to our Image processing standards.
7. Checks you suspect, or should suspect, are fraudulent, not authorized, suspicious or not likely to be honored.
8. Checks that are stale dated (more than 6 months old) or post-dated.

### ENDORISING YOUR DIGITAL DEPOSIT

When you access the Service on your mobile or desktop device, you will be presented with instructions and prompts for making your deposit, such as selecting the account for deposit, entering the amount of the check and creating and transmitting the paper check image. Bethpage requires that you endorse the check and add the following statement after your endorsement: “For Bethpage Mobile Deposit Only”.

Once the check image is successfully received, we will process the check image for deposit to the account. You can confirm your check image was processed and successfully deposited by checking your account balance online or through our mobile app. You may also contact us or review your account statement.

### AVAILABILITY OF FUNDS FROM YOUR DIGITAL DEPOSIT

Deposits will be considered received on the business day the check images are successfully transmitted, prior to 6:00PM ET. Deposits initiated after this time or on a non-business day will be considered received on the next business day. A "business day" is any day other than Saturday, Sunday or federal holiday.

Digital Deposits are not subject to the funds availability requirements of Regulation CC. However, we will still generally follow the availability schedule defined for Remote Deposit Capture deposits in our Funds Availability Policy included in your Member Account Agreement.

#### **DEPOSIT LIMITATIONS OF USE.**

Digital Deposits are subject to limits including daily and monthly limits on the number and dollar amounts of check images you can transmit for deposit. We can modify these limits and add others at any time at our option and without prior notice.

#### **USER WARRANTIES**

For each check image transmitted, you warrant that:

1. Only cash items drawn on financial institutions within the United States, excluding its territories, are being deposited;
2. No foreign items are being deposited;
3. You are not depositing a check that has previously been deposited whether via the Service or at an ATM or at another location and no duplicate files or items are being deposited;
4. The original check will not be deposited;
5. All items are made payable to you, all signatures on each check are authentic and authorized and that each check has not been altered;
6. Each check image being deposited is an accurate representation of all information on the front and back of the original check at the time the original check was converted to a check image and the check image contains all endorsements from the original check;
7. Each check image being deposited contains a record of all MICR line information required for a Substitute Check and otherwise satisfies all of the requirements of Check 21 and Regulation CC for the creation and/or transferring of a Substitute Check (as defined in Regulation CC) created from that check image;
8. You have complied with all rules, regulations and laws concerning the deposit;
9. Bethpage and its Service Providers will not sustain a loss as a result of your deposit of a check image;
10. You are not using the Service as a conduit for money laundering or other illicit purposes;
11. There is no pending or outstanding order or judgment and there is no law or regulation that would prohibit the deposit or the transaction relating to the deposit;
12. You are not a national of a designated blocked country or "Specially Designated Nations," "Blocked Entity" or have any other designation or otherwise blocked as defined by the United States Office of Foreign Assets Control.

#### **CONDITIONS FOR USING THE SERVICE**

1. If your check image cannot be processed, your deposit will be rejected. Neither Bethpage nor its Service Providers will be responsible for unacceptable or rejected check images.
2. In our sole discretion, we may, but are not required, to review the check images deposited, however our failure to do so shall not serve as a waiver or release of you from any liability.
3. You will cooperate with Bethpage if we need assistance in balancing your transactions or such items will be placed in suspense pending resolution.
4. Image quality must conform to all the generally applicable industry standards, such as those adopted by the Federal Reserve Bank.
5. All items deposited must be Conforming Items. Conforming Items are negotiable checks payable in U.S. funds, are not postdated or stale dated, are properly signed, are properly endorsed, and represent funds

due to account holder. You agree not to transmit items that are not Conforming Items, which will not be accepted for deposit.

6. Bethpage may reject any check image for any reason in its sole discretion. We are not liable for unsuccessful or incomplete transmissions or for any check image we are not able to process. We will not be liable for any delays in the transmission of check images or resulting from any failure in or inoperability of the Service.
7. We may suspend your access to the Service solely at our discretion and without advance notice to you. We may suspend access at any time without notice to you if we suspect fraudulent activity is or has occurred; or you have violated or are in violation of any law or this agreement; or suspension is necessary in order to protect Bethpage Federal Credit Union from harm or compromise of integrity, security, reputation, or operation.
8. Bethpage shall determine, in its sole discretion, the manner in which items are cleared or presented for payment. You agree to be bound by all clearinghouse agreements, operating circulars, image exchange agreements and other documents to which Bethpage is a party that govern check image presentment and clearing.
9. Any returned items, such as an item dishonored, will be an image of the original check or a substitute check. Fees for returned items are stated in Bethpage's Fee Schedule, previously provided to you and posted online. By using the Service you acknowledge receipt of the most current Fee Schedule.
10. You, and not Bethpage, perform the function of converting an original check to a Substitute Check so you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Financial Institution and Truncating Financial Institution, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a Substitute Check that clearly and accurately represents the information on the front and back of the original check. Bethpage, our agents, and/or the Service may, but shall have no obligation to, screen items or Substitute Checks for legal compliance.

#### **ADDITIONAL TERMS APPLICABLE TO BUSINESS ACCOUNTS**

If your business was previously approved for Remote Deposit Capture services using leased imaging equipment, this Addendum also supplements the Terms and Conditions you previously received and accepted in the "Remote Deposit Capture Agreement" and "Equipment Lease Agreement" both of which remain in force and will govern any conflicting terms and conditions in this Addendum. In addition:

1. You are responsible for your own activities and all activities of your authorized Users including your employees, agents and representatives in connection with their use of the Service.
2. Check Retention: you will retain the original of each check scanned for a minimum of 180 days.
3. Originals shall be securely stored prior to shredding. All checks will be destroyed by shredding no later than 30 days after the check retention period has ended.
4. You agree to notify us of any errors, omissions, or interruptions in, or delay or unavailability of the Service.
5. In the event the Service is inoperable, or you are unable to access the Service, or your use of the Service has been suspended or terminated, you agree that you will need to take the original checks to be physically deposited.

#### **CHANGES TO THIS ADDENDUM**

We may change this Addendum at any time. For example, we may add, delete or amend terms or Services. Any changes will be incorporated into this Addendum, and made available through Online Banking and the Mobile App. Depending on the nature of the change, we may also notify you of such changes by mail or by e-mail or other direct communication. For certain changes, you may also be prompted to agree to the updated Addendum before continuing to access or use the Services. If you access or use any Services after the effective date of a change, your access or use indicates your acceptance of the change(s).

#### **ACCEPTANCE OF THIS ADDENDUM**

By accessing or using the Service you agree to abide by the terms and conditions of this Addendum, the Digital Services Agreement and the Member Account Agreement.

BY CHECKING THE "**I AGREE**" BOX, AND CLICKING ON THE "**CONTINUE**" BUTTON, OR BY SELECTING "**ACCEPT**" ON THE MOBILE APP, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS ADDENDUM AND ALL ELEMENTS HEREOF, INCLUDING AS THIS ADDENDUM MAY BE CHANGED OR AMENDED IN THE FUTURE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS ADDENDUM, CLICK ON THE BROWSER BACK BUTTON OR SELECT "**DECLINE**" ON THE MOBILE APP. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS ADDENDUM, YOU ARE NOT PERMITTED TO ACCESS OR USE ANY SERVICE.