

Mobile remote deposit capture User Agreement (“Agreement”):

This Agreement contains the terms and conditions for the use of Dover Federal Credit Union mobile remote deposit capture services may provide to you (“You” or “User”). Other agreements you have entered into with Dover Federal Credit Union, including the Depository Agreement and Disclosures governing your Dover Federal Credit Union account, are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile remote deposit capture services (“Services”) are designed to allow you to make deposits to your checking or primary savings accounts by scanning checks and delivering the images and associated deposit information to Dover Federal Credit Union via your mobile app. There is currently no charge for use of this Services. We will give you 30 days advanced notice should we decide to institute a charge in the future.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via mail, e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Dover Federal Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
4. **Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). You agree that the image of the check transmitted to Dover Federal Credit Union shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Delaware. You agree that you will not use the Services to scan and deposit any checks or other items as listed below:
 - a. Checks or items payable to any person or entity other than you.
 - b. Checks or items drawn or otherwise issued 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.
 - c. 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 or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - d. Checks or items previously converted to a substitute check, as defined in Reg. CC.
 - e. Checks or items drawn on a financial institution located outside the United States.
 - f. Checks or items not payable in United States currency.
 - g. Checks or items dated more than 6 months prior to the date of the deposit.
 - h. Check or items prohibited by Dover Federal Credit Union’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your Dover Federal Credit Union account.
5. **Image Quality.** The image of an item transmitted to Dover Federal Credit Union using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by American National Standard Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as “For deposit only”. You agree to follow any and all other procedures and instructions for use of the Services as Dover Federal Credit Union may establish from time to time.
7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when the deposit shows “Accepted”.

Receipt of such confirmation does not mean that the transmission was error free or complete. To confirm the check was deposited into your account you must check your account history.

8. **Availability of Funds.** Images of items transmitted using the Service will be treated as “checks,” and not as any form of electronic deposit, for purposes of determining the timeframe in which we will make the funds from such items available for your withdrawal, as described in detail in the “Funds Availability Policy” provided at the time your account was opened. We will notify you if we are going to delay your ability to withdraw any funds beyond the normal times described in our Funds Availability Policy, and we will tell you when the funds will be available.
9. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from Dover Federal Credit Union that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item **after** you have confirmed the deposit into your account to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Dover Federal Credit Union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Dover Federal Credit Union’s audit purposes.
10. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. Unless we notify you that you are subject to different limits, you will be limited to a total of \$2,500 per **Business day**. Our current cut off time is **3PM EST**. Business Days are defined as Monday through Friday, excluding Federal Holidays. You will receive notice should the cutoff time change, and such notice may be provided electronically or in writing at our discretion.
11. **Hardware and Software.** We are not responsible for, and we make no warranties of any nature with respect to, any third party equipment or software you may need to use the Service. Any such equipment or software is subject to the terms and conditions of any agreements you may enter into with the provider, such as a software agreement you accept at the time of download and installation. We have the right, in our sole discretions, to make changes to the Service from time to time which may result in your equipment or software becoming no longer compatible with the Service, and in such event, we will have no responsibility or liability to you.
12. **Errors.** You agree to notify Dover Federal Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Dover Federal Credit Union account statement is sent. Unless you notify Dover Federal Credit Union within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Dover Federal Credit Union for such alleged error.
13. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Dover Federal Credit Union’s sole discretion subject to the Depository Agreement and Disclosures governing your account.
14. **Ownership & License.** You agree Dover Federal Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of their Agreement immediately terminates your right to the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anticompetitive manner, (ii) for any purpose which would be contrary to Dover Federal Credit Union’s business interest, or (iii) to Dover Federal Credit Union’s actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
15. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AN 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 NONFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY,, SECURE, OR ERRORFREE, (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.

16. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDRIECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLDUING, 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 FORM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABLITY OR OTHERWISE), EVEN IF DOVER FEDERAL CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
17. **User warranties and indemnification.** You warrant to Dover Federal Credit Union that:
 - a. You will only transmit eligible items.
 - b. Images will meet the image quality standards.
 - c. You will not transmit duplicate items.
 - d. You will not deposit or represent the original item,
 - e. All information you provide to Dover Federal Credit Union is accurate and true.
 - f. You will comply with this Agreement and all applicable rules, laws and regulations.You agree to indemnify and hold harmless Dover Federal Credit Union from any loss for breach of this warranty provision.
18. **Other terms.** You may not assign this Agreement. This Agreement is entered into in Dover, Delaware, and shall be governed by the laws of the State of Delaware and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.