

**Main Office**  
450 Hillcrest Blvd.  
Phillipsburg, NJ 08865  
908-859-1811  
908-859-5402 f



**Branch Office**  
2240 Northampton St.  
Easton, PA 18042  
610-258-0123  
610-438-5462 f

## REMOTE DEPOSIT CAPTURE APPLICATION

Member Name:	
Member Number:	
Phone: (designate home or cell)	
Email Address:	

I would like the ability to deposit checks into my Share Draft/Checking Account through Mobile Banking provided by IRCO Community Federal Credit Union, using my Smartphone. I understand that I must meet certain eligibility requirements in order to be approved for this service and that **IRCO Community Federal Credit Union may terminate this service at any time, for any reason.** These requirements include but are not limited to:

- Member's active Share Draft/Checking account must be in good standing for at least 90 days;
- Member has had NO overdrafts for at least 90 days;
- Member has had NO returned items for insufficient funds for at least 90 days;
- Member's account, including all loans, must be in good standing at all times.

My signature below acknowledges that I have read and understand the **"Remote Deposit Capture (RDC) Terms and Conditions"** which contains important information regarding the use of this service. A copy of the RDC Terms & Conditions has been provided and may also be found at [www.ircocu.com](http://www.ircocu.com).

Signature:	
Signature: (if joint account - all parties must sign)	
Date:	

Return this signed form in person, by fax to 908-859-5402 or by mail

**- We will notify you by email of your approval for this service-**

Internal Use: Approval	
Y	N
By:	By:
Date:	



## Remote Deposit Capture Terms & Conditions

**Remote Deposit Capture (“RDC”)** is a secure online service that allows you to deposit checks into eligible IRCO accounts from a remote location by photographing the check with the camera feature on a Smartphone. The images and associated deposit information are then delivered to IRCO electronically.

**Acceptance of Terms:** Your use of RDC 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 e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of RDC will indicate your acceptance of the revised Agreement. IRCO reserves the right, in its sole discretion, to change, modify, add, or remove portions from RDC. Your continued use of RDC will indicate your acceptance of any such changes to RDC.

**Eligibility:** To be eligible for RDC, you must:

- Have accepted the Terms and Conditions
- Have a consumer checking account that has been active for at least 90 days;
- Be a member whose deposit and loan accounts are in good standing

We will determine whether you are eligible for RDC at our sole discretion. ***We may suspend or terminate your use of RDC at any time and without prior notice to you.*** If you violate the terms of RDC, then we also may use such actions as a basis to terminate your account relationship with us. Eligibility is not guaranteed.

**Limitations of Service:** When using RDC, 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 RDC, in whole or in part, or your use of RDC, in whole or in part, immediately and at any time without prior notice to you.

**Fees:** ***IRCO will provide RDC services to eligible members at no cost.*** We may, upon at least 30 days’ notice, change the fee structure for use of this service. ***If you continue to use RDC after the new fee becomes effective, you agree to pay the new service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at IRCO from which fees for RDC will be debited. If the account is closed, or if the account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.*** Mobile carrier fees may apply. In the event an item that you deposited is returned for any reason, you may be subject to Return Item fees.

**Devices:** The following devices can be used to facilitate RDC:

### Google Android Models:

- Android (Froyo) 2.2 or newer
- Cameras with 2.0+ Megapixel resolution and autofocus
- Either touch screen or keyboard phones

### iPhones:

- Models that support Apple iOS 6.0 or newer

### Security of Your Mobile Device & Account

**Information:** You are responsible for maintaining the confidentiality and security of your Access Information including Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access RDC. You agree not to supply your Access

Information to anyone. You are responsible for preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with RDC. You will be responsible for all electronic communications, including image transmissions, email and other data entered using the Access Information. Any communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices.

**Eligible Items for Deposit:** IRCO accepts only checks drawn on a U.S. financial institution in U.S. dollars. This includes:

- Personal Checks
- Corporate/business checks
- Cashier’s checks
- Government checks

You agree that you **will not** use RDC to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you.
- Checks or items containing obvious alteration to any 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.
- Checks or items previously converted to a substitute check.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created.
- Checks or items not payable in US currency.
- Money Orders, Traveler’s checks or savings bonds.
- Checks or items dated more than 6 months prior to the date of deposit.

***We reserve the right  
to reject any item at any time.***

**Endorsements:** Checks submitted for mobile deposit must be properly endorsed. Those not containing the proper endorsement will be returned. Checks being submitted for deposit must be signed and contain the following endorsement:

**"FOR IRCO MOBILE DEPOSIT ONLY."**

**Image Quality:** The image of an item transmitted to IRCO using RDC must be legible. The image quality of the item(s) must comply with the requirements established from time to time by ANSI (American National Standards Institute), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. Checks should be placed on a dark or contrasting background, ensuring the image is in focus and the four corners of the check are visible inside the guideline box.

**Disposal of Transmitted Items:** Upon your receipt of a confirmation from IRCO that we have received an image that you have transmitted, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image by marking it "VOID" or otherwise rendering it incapable of further transmission, deposit, or presentment.

**Time Frame:** You can deposit checks at any time. If you make a mobile deposit before 4pm EST Monday through Friday, it will be posted to your account by 8pm the same day if "accepted." Deposits made after 4pm EST will be considered to be made on the next Business Day. Deposits made Saturday, Sunday or holidays will be posted to your account on the next available business day. To avoid Return Item fees, be sure to check your account history to confirm the check was posted.

**Availability of Funds:** You agree that items transmitted using RDC are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using RDC will be available after IRCO receives payment for the funds submitted. Funds availability will be based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience

information, and such other factors as IRCO deems relevant. IRCO may delay funds availability at its sole discretion. To avoid overdraft, check balances for funds availability.

**Deposit Limit:** Only one check may be deposited at a time. The maximum dollar amount per mobile deposit is \$2,500.00. The maximum total dollar amount of all mobile deposits is \$2,500.00 per day. The maximum total dollar amount of all mobile deposits is \$5,000.00 per month. If you attempt to initiate a deposit in excess of the limits, we may reject your deposit. If we permit you to deposit in excess of these limits, such deposit will still be subject to the terms of this agreement, and we will not be obligated to allow such a deposit at other times.

**Error(s):** You agree to notify IRCO of any suspected errors regarding items deposited through RDC immediately, and in no event later than 60 days after the applicable IRCO account statement is sent. Unless you notify IRCO within 60 days, such statement regarding all deposits made through RDC shall be deemed correct, and you are prohibited from bringing a claim against IRCO for such alleged error.

**Indemnification:**

You certify to IRCO that:

- You will only transmit eligible items
- Images will meet the image quality standards
- You will not transmit duplicate items
- You will not deposit or represent the original item
- All information you provide to IRCO is accurate and true
- You will comply with this Agreement and all applicable rules, laws and regulations

**Termination:** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use RDC for any unauthorized or illegal purposes, or you use RDC in a manner inconsistent with the terms of any agreement with us.

**DISCLAIMER OF WARRANTIES:** YOU AGREE YOUR USE OF RDC 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 RDC, 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 RDC 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 RDC, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF IRCO HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.