

Remote Deposit Capture User Agreement

NOTE: If using Electronic Agreement add process or consents as applicable to address contractual and E-Sign requirements.

Read this Agreement Carefully. Deposit of any items not allowed per Section 6; or the failure to endorse each item exactly as required per Section 7 will result in rejection of all items presented that do not meet the standards and requirements in this Agreement.

This Remote Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Credit Union Remote Check Deposit and/or other remote deposit capture services that CommunityWide Federal Credit Union ("Credit Union", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with Credit Union, including your Membership Agreement or Commercial Services Agreement, as amended from time to time, are incorporated by reference and made a part of this Agreement.

1. Services. The remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Credit Union or Credit Union's designated processor.

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 e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, 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 will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. 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. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Credit Union from time to time. See Credit Union.com for current hardware and software specifications. Credit Union is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

5. Fees. A fee may be charged for the Service. You are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your deposit. Credit Union may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize Credit Union to deduct any such fees from any Credit Union account in your name. Fees will not be charged during the free trial period or other promotional campaigns.

6. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Cashier's Checks
- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration 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 is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account. This includes any check that not produced by an approved vendor under Section 7.h of the Membership Account Agreement and Disclosures or by any other vendor that we in our sole discretion deem not to be a reputable check printer. Further prohibited are any items that lack a perforated edge; and checks that are not machine readable with an industry standard MICR code.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
- Checks that are prohibited by the Credit Union's current Membership Agreement with you
- Checks that are in violation of any federal or state law, rule, or regulation.
- Checks that are credit card advance or other loan advance instruments.
- Any check requiring signature and/or additional identification.

7. Endorsements, Requirements and Procedures. You agree that you will use the Remote Deposit service to scan only original checks payable to and properly endorsed by you by signing your name(s) and writing "**FOR REMOTE DEPOSIT ONLY – CommunityWide Federal Credit Union**" under your endorsement, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated account with the Credit Union. All other items may be deposited by alternate methods such as in person.

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You agree to follow any and all other procedures and instructions for use of the Services as Credit Union may establish from time to time.

8. 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 you receive a confirmation from Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

9. Availability of Funds.

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 8:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in three business days from the day of deposit. Credit Union may make such funds available sooner 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 Credit Union, in its sole discretion, deems relevant. We reserve the right to impose longer delays as we may deem necessary. If we impose any delay that may exceed the 3-days above we will notify you. Regardless, before using any funds by any access methods you should check to ensure you have available funds to cover any transactions you make.

10. Disposal of Transmitted Items. Upon your receipt of a confirmation from Credit Union 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, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Credit Union upon request. **ALTERNATIVES: You also agree to write or stamp "Scanned" on the face of each check (revise to insert what requirements you may have on this – you may wish to consult with the third party vendor that facilitates this service with you on any such requirements).**

11. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a 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. The

current daily dollar limit is \$1,000.00 per business day for retail banking clients and \$2,500.00 per business day for commercial banking clients. In addition, the current monthly dollar limit is \$3,000.00 per any 30 consecutive calendar day period for retail banking clients and \$5,000.00 per any 30 consecutive calendar day period for commercial banking clients. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may vary for users of other services, such as to Credit Union OnSite Deposit and Credit Union Merchant Services.

12. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Credit Union's sole discretion subject to the Credit Union Services Agreement or Commercial Banking Services Agreement governing your account.

13. Errors. You agree to notify Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Credit Union account statement is sent. Unless you notify Credit Union within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Credit Union for such alleged error.

14. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

15. Image Quality. The image of an item transmitted to Credit Union using the Services must be legible, as determined in the sole discretion of Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Credit Union, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

16. User Warranties and Indemnification.

User makes the following representations and warranties with respect to each Item processed by User pursuant to this Agreement:

- a. The Imaged Item is a digitized image of the front and back of the unaltered Check and accurately represents all of the information on the front and back of the Check as of the time User converted the Check to an Imaged Item;
- b. The Imaged Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return;
- c. There will be no duplicate presentment of an Item in any form, including as a digitized image, as a paper negotiable instrument or otherwise and User assumes responsibility for any such duplicate presentment of any Item;
- d. The drawer of the Check has no defense against payment of the Check;
- e. User has instituted appropriate procedures to ensure that each Initial Paper Item was authorized by the drawer in the amount and to the payee stated on the Imaged Item;
- f. Files and images transmitted to Credit Union will contain no viruses or any other disabling features that may have an adverse impact on Credit Union's network, data, or related systems;
- g. All encoding, transfer, presentment and other warranties as Credit Union is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.

User will indemnify and hold harmless Credit Union, its licensors and providers of Remote Deposit Capture, and their respective directors, officers, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) the wrongful acts or omissions of User, or any person acting on User's behalf (including without limitation User's authorized processor, if any), in connection with User's use of Remote Deposit Capture or processing of Items under this Agreement, including without limitation (a) the breach by User of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of User or its Users or any third party acting on behalf of User, (c) any misuse of the Program or Services by User, or any third party within the control or acting on behalf of User, (d) the failure by User to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on Credit Union by, any clearing house, or any governmental entity, arising out of or connected with any Item processed by Credit Union for User or at User's instruction; (ii) any act or omission of Credit Union that is in accordance with this Agreement or instructions from User; (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to Credit Union; (iv) any loss or corruption of data in transit from User to Credit Union; (v) any claim by any recipient of any item including a Substitute Check corresponding to a Check processed by User under this Agreement, that such recipient incurred loss due to the receipt of the Item/Substitute Check instead of the Initial Paper Item; or (vi) any claims, loss or damage resulting from User's breach of, or failure to perform in accordance with, the terms of this Agreement.

17. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

18. 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 the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Credit Union Membership Agreement, Commercial Banking Services Agreement or any other agreement with us.

19. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

20. Ownership & License. You agree that 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 this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Credit Union's business interest, or (iii) to 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.

21. DISCLAIMER OF WARRANTIES. YOU AGREE 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.

22. 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF Credit Union HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.