



REMOTE DEPOSIT CAPTURE AGREEMENT

By registering for the Remote Deposit Capture (RDC) Service, you are also enrolled into the Home Banking (HB) Service and both the HB Master Terms and Conditions and this RDC Agreement apply to your use of the RDC Service. The HB Master Terms and Conditions are fully incorporated into this RDC Agreement. The Fort Worth City Credit Union member (Member, You, or Your regardless of case or plurality) who registers to use the Remote Deposit Capture Service (RDC Service) within the Home Banking Service (HB Service), accepts all terms of this RDC Agreement and the HB Master Terms and Conditions with Fort Worth City Credit Union (Credit Union, FWCCU, We, Us, or Our, regardless of case).

1. ACCOUNT OWNERSHIP.

You understand and agree that any person with ownership rights to any FWCCU checking or savings account that you designate as a "deposit to" account (Designated Account), including but not limited to, any joint owner or authorized user, may register for and use the RDC Service. Thus, you understand and agree that any person with ownership rights to any Designated Account, including but not limited to, you, a joint owner or authorized user (for purposes of this Agreement, a person with any of these ownership interests is an Owner), are responsible for access to, and use of, the RDC Service. You further understand and agree that any Designated Account shall act as the primary account for deposits you make through the RDC Service.

2. RDC ELIGIBILITY AND STATEMENT OF APPLICATION.

In order to use the RDC Service, you must be a current and active FWCCU member and acknowledge that the Designated Account must not be dormant, closed, or otherwise restricted, for any reason. Further, you must keep each account you hold with FWCCU in good standing, observe and comply with all account agreements and disclosures governing each account you hold with FWCCU, and pay all applicable fees associated with each account you hold with FWCCU.

Your use of the RDC Service requires you to have access to a mobile device with a camera and Internet connection. FWCCU reviews both the front and back of an image you capture of an original paper check ("Check Image") we receive from you for acceptability with your use of the RDC Service. You understand and agree that FWCCU shall not be deemed to have received a Check Image from you until we notify you through email that we have received the Check Image by providing you a status of "Accepted". You may view the status by accessing the "Deposit Check" feature within the HB Service from your mobile device. FWCCU is not responsible for any Check Image we do not receive.

FWCCU shall process any Check Image we receive by preparing a "substitute check" as defined in the Check Clearing Act for the 21st Century ("Check 21"). You understand and agree that FWCCU reserves the right, at our sole and absolute discretion, to accept or reject any Check Image you attempt to deposit through the RDC Service, even if the Check Image is error-free. You further understand and agree that if FWCCU credits your Designated Account for any Check Image you deposit, such credit is not considered final until we receive settlement for the deposit.

With your use of the RDC Service, you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the technology or the RDC Service; (ii) copy or reproduce all or any part of the technology or the RDC Service; or (iii) interfere, or attempt



to interfere, with the technology or the RDC Service. In the event the RDC Service is unavailable for any reason, you may deposit such paper check at any FWCCU location, through any FWCCU deposit-taking ATM, or by mailing the paper check to FWCCU at P.O. Box 100099; Fort Worth, TX 76185.

3. COMPLIANCE WITH LAW.

A Check Image is governed by the same rules that would apply under the Uniform Commercial Code (UCC) as if you had deposited a paper check. A Check Image may be construed as an "instrument," "item" or "order" as those terms may be applied by analogy under the UCC. You agree to use the RDC Service only for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations, as well as all FWCCU agreements applicable to your use of the RDC Service. You understand and agree not to use any FWCCU product, service, or access device for illegal activity such as illegal online gambling.

4. CHECK REQUIREMENTS.

You may deposit a Check Image only to your Designated Account or to an account on which you are a joint owner. You understand and agree that you must endorse the check and write "For FWCCU Remote Deposit Only to Member #" on the back of the original paper check prior to capturing the Check Image. Your endorsement must be consistent with any endorsement specifications as set forth in your Account Agreements. The Check Image must accurately and legibly identify the drawer and paying bank preprinted on the paper check, include machine readable magnetic ink character recognition ("MICR"), and include the drawer's signature(s).

The Check Image must also include all other information placed on the original paper check prior to the time you capture the Check Image, such as any identification written on the front of the original paper check. You warrant that the integrity of the Check Image meets the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association. You are solely responsible for the quality of each Check Image you capture and deposit through the RDC Service.

5. UNACCEPTABLE DEPOSITS.

You understand and agree that the items listed in this Section, below, are strictly prohibited and you are not permitted to deposit such items with your use of the RDC Service. You further understand that in the event you deposit any of the items listed below with your use of the RDC Service, such action may result in the immediate revocation of your use of the RDC Service and may subject you to collection efforts or any other remedy FWCCU may have. The prohibited items are:

- a. Item that is stamped with a "non-negotiable" watermark;
- b. Item that contains evidence of alteration to the information on the check;
- c. Item issued drawn on a financial institution located outside the United States, or any foreign check;
- d. Item issued in a non-U.S. currency;
- e. Item that is incomplete;
- f. Item that is "stale dated" or "post-dated;"
- g. Savings Bonds;
- h. Third party check, i.e., any item that is made payable to another party and then endorsed to you by such party;



- i. Starter or counter check;
- j. Check which you know, suspect or should know or should suspect to be fraudulent;
- k. Items previously converted to a substitute check or check image
- l. Deposits from the same account that the deposit is crediting;
- m. Non-readable or non-visible MICR line items

6. REJECTION OF DEPOSIT.

You agree that FWCCU is not liable for any service charges or late charges levied against you due to our rejection of any item, including but not limited any item that we reject in our sole and absolute discretion, which you transmit through the RDC Service. You understand that in all cases, you are responsible for any loss or overdraft plus any applicable fees to your Designated Account due to an item being returned as unpaid, for any reason.

7. ITEMS RETURNED UNPAID.

FWCCU shall notify you of any Check Images that are returned back to us as unpaid. You understand and agree that any initial credit to your Designated Account with your use of the RDC Service is subject to be debited from the Designated Account until FWCCU receives final payment from the financial institution on which the deposited item is drawn. Thus, you authorize FWCCU to debit your Designated Account or any account you hold with FWCCU upon our receipt of such unpaid returned item. You understand and agree that FWCCU reserves the right to collect a debt from any Owner with your use of the RDC Service. Thus if a debt is not paid upon our demand or as otherwise required by any Agreement we have with any Owner, you understand and agree that we can take funds from any FWCCU account in which you or any joint owner or authorized user has an interest in order to recover all or part of the unpaid debt. FWCCU may take such action without notice and without waiving other rights we may have to collect the debt.

8. PRESENTMENT

The manner in which the items are cleared, presented for payment, and collected shall be in FWCCU's sole discretion subject to the Member Account Agreement.

9. BUSINESS DAYS AND PROCESSING TIMEFRAMES.

FWCCU defines a business day as Monday through Friday from 8:00 A.M. CT to 5:00 P.M. CT ("Business Day"). The cut-off ("Cut-off") time to deposit a Check Image to process on the same Business Day is 3:00 P.M. CT.

You may send a Check Image to FWCCU Monday through Sunday, 24 hours a day (except during scheduled maintenance timeframes). When a deposit you make falls on a non-Business Day (any federal holiday, Saturday, or Sunday), FWCCU processes such deposit on the next Business Day. Notices of upcoming federal holidays are posted on the FWCCU website. You understand and agree that even though you send a Check Image to FWCCU by the Cut-off time on a Business Day, or any time on a non-Business Day, we reserve the right to not process such Check Image in our sole and absolute discretion. FWCCU reserves the right to change the processing Cut-off time without prior notice to you in our sole and absolute discretion.

10. CHANGES IN FINANCIAL CIRCUMSTANCES.

You agree to inform us immediately in the event of a material change in your financial circumstances or in any of the information you have provided to us, including any supporting financial information.



11. UNAVAILABILITY OF RDC SERVICE.

You understand that the RDC Service may be temporarily unavailable due to FWCCU system maintenance or technical difficulties, including, but not limited to, issues encountered by an Internet service provider, Internet software, or mobile service provider. You agree not to use the RDC Service in the event of a natural disaster which affected any of our branch locations.

12. FUNDS AVAILABILITY.

Check Images you send through the RDC Service do not fall under, and are not subject to, the FWCCU Funds Availability Policy in accordance with Regulation CC. You understand and agree that when you deposit a Check Image using the RDC Service, funds from that deposit may not become available for five Business Days, at our sole and absolute discretion. There may be circumstances beyond the control of FWCCU where funds do not become available in your Designated Account until after five (5) Business Days. Such circumstances include, but are not limited to, concerns of collectability or poor graphic quality of the Check Image.

13. RDC DAILY DEPOSIT LIMIT.

With your use of the RDC Service, we may establish limits on the dollar amounts and/or number of items or deposits from time to time. You understand and agree that FWCCU reserves the right to change the RDC daily deposit limit at any time without prior notice to you in our sole and absolute discretion. 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. 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, at the sole discretion of FWCCU.

14. ERRORS.

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

15. ERRORS IN TRANSMISSION.

By using RDC you accept the risk that an item may be intercepted or misdirected during transmission. FWCCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

16. IMAGE QUALITY.

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

17. YOUR DEPOSIT ACCOUNT AND PERIODIC STATEMENT.

FWCCU shall make every effort to fully reconcile deposits we receive within 30 calendar days; however, you understand that there may be circumstances beyond our control where we do not fully reconcile an item until after the 30 day timeframe. You further understand that we may not be able to fully reconcile



a deposit when the Check Image we receive from you is of poor graphic quality or is unreadable for whatever reason. A deposit you make that is accepted by FWCCU shall be reflected on your monthly statement. If you detect an error on your monthly statement, you must notify us immediately.

18. ACCOUNTHOLDER'S WARRANTIES.

You must abide by all warranties and representations that fall under the UCC and Check 21. Thus, with your use of the RDC Service, you understand and agree that you are abiding to these warranties and representations, including, but not limited to:

1. Each Check Image you transmit to FWCCU is a true and accurate rendition of all information on the front and back of the original paper check, without any alteration, and the drawer of the paper check has no defense against payment thereof.
2. The amount, payee, signature(s), and endorsement(s) on the original paper check are legible, genuine, and accurate.
3. You will not deposit or otherwise endorse the original paper check to any third party or person, including another financial institution.
4. You will not receive a transfer, presentment, or return thereof, or otherwise be charged for, the paper check (either the original paper check or Check Image).
5. There are no duplicate images of the original paper check other than the Check Image you capture of the original paper check.
6. You have instituted procedures to ensure that each original paper check was authorized by the drawer in the amount, and to the payee, on the original paper check.
7. You are authorized to enforce each Check Image you transmit or are otherwise authorized to deposit such Check Image on the behalf of the person entitled to enforce such deposit.
8. You provided true, accurate, and correct information in any Application for the RDC Service and continue to keep your information current with FWCCU.
9. You have not knowingly failed to communicate any material information to FWCCU.
10. You have possession of each original paper check you deposit through the RDC Service and no party will submit the original paper check for payment to any financial institution.
11. You assert that files and Check Images you transmit to FWCCU do not contain viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

19. STORAGE OF ORIGINAL CHECKS.

It is your sole responsibility to securely store each original paper check you transmit through the RDC Service for a period of 90 days. During the 90-day timeframe, you understand and agree that FWCCU reserves the right to request from you the original paper check in order for us to facilitate investigations, resolve disputes, or for any other reason we deem necessary, in our sole and absolute discretion. After the 90 day timeframe expires, it is your sole responsibility to destroy and dispose of the original paper check in a manner that prevents the original paper check from being renegotiated. You agree that you are solely responsible for any loss caused by your failure to securely store the paper check for 90 days and then properly destroy and dispose thereof.



20. SECURING IMAGES ON MOBILE DEVICES.

You understand that a Check Image you capture using your mobile device is not received by FWCCU until you select the "Submit Deposit" button. You agree to promptly complete each deposit you make through the RDC Service using your mobile device. In the event that you are unable to promptly complete a deposit, you must ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated image from the application.

21. 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.

22. ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION.

IN ADDITION TO ANY INDEMNITIES IN THE HB MASTER TERMS AND CONDITIONS, YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING FROM YOUR USE OF RDC SERVICES, OUR ACCEPTANCE OF YOUR REMOTELY DEPOSITED CHECK, YOUR BREACH OF THIS RDC AGREEMENT OR ANY STATE OR FEDERAL LAW RELATING TO THE RDC SERVICES. YOU WILL INDEMNIFY US FOR THE LOSSES ALLOWED BY LAW (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS) TO THE EXTENT OF ANY LOSS INCURRED BY A RECIPIENT OF A CHECK IMAGE IF THAT LOSS OCCURRED DUE TO THE RECEIPT OF A CHECK IMAGE INSTEAD OF THE ORIGINAL CHECK. YOUR INDEMNITY INCLUDES WITHOUT LIMITATION YOUR LIABILITY FOR ANY COSTS INCURRED BY US OR ANOTHER FINANCIAL INSTITUTION IN THE EVENT OF DUAL PRESENTMENT OF A CHECK BY YOU OR ANY OTHER PERSON, AND YOU AGREE THAT WE MAY DEBIT ANY ONE OF YOUR ACCOUNTS OR ANY OWNER'S ACCOUNT TO REIMBURSE ANY SUCH LOSS. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF YOUR ACCOUNT, THE HB MASTER TERMS AND CONDITIONS OR THIS RDC AGREEMENT.

23. LIMITATION OF LIABILITY.

You understand and agree we are not responsible for any direct, indirect, consequential, incidental, punitive, or special damages you may suffer or incur in connection with this RDC Agreement, whether or not the likelihood of such damages was known or contemplated by either you or us and regardless of the legal or equitable theory of liability which you may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement. You understand and agree that we shall not be responsible for your acts or omissions in using the RDC Services (including without limitation the amount, accuracy, timeliness of transmittal, retention or destruction of checks, your failure to keep safe your own computer or mobile device, or the validity of Check Images transmitted by you) or for the acts or omissions of any Owner or any other person.



24. DISCLAIMER OF WARRANTIES.

WE DO NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR YOUR USE OF ANY OF THEM, OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT. WE DO NOT MAKE ANY WARRANTIES REGARDING PERFORMANCE OR NON- INFRINGEMENT OF RDC SERVICES. WE DO NOT WARRANT THAT RDC SERVICE WILL BE TIMELY, ERROR-FREE OR UNINTERRUPTED. WE WILL BE LIABLE ONLY FOR ACTUAL DAMAGES THAT ARISE FROM OUR GROSSLY NEGLIGENT OR INTENTIONAL FAILURE TO PROPERLY COMPLETE TRANSACTIONS INITIATED USING RDC SERVICES.

25. AMENDMENT AND TERMINATION OF AGREEMENT.

From time to time, FWCCU may announce additional features and/or changes that become available through the RDC Service. FWCCU may update, or make changes to, the RDC Service without prior notice to you. FWCCU may amend this Agreement at any time or terminate the RDC Service to you or all FWCCU members at any time for any reason, with or without notice. Amendment of this Agreement or termination of the RDC Service shall not affect your liability or obligations hereunder. You understand and agree that our rights and remedies arising out of any breach of your representations and warranties under this Agreement, and our rights to indemnification, are continuing and survive the termination of this Agreement and the HB Master Terms and Conditions. Continued use of the RDC Service will constitute acceptance of a new or amended RDC Agreement. You agree to hold us harmless from any cost or expense you may incur due to our termination or temporary suspension of the RDC Services for any reason.