

## Our Community Credit Union Remote Deposit Capture User Agreement

This Remote Deposit Capture User Agreement (“agreement”) contains the terms and conditions for the use of the Our Community Credit Union (OCCU) Remote Deposit Capture service (RDC) that OCCU may provide to you. Other agreements you have entered into with OCCU, including but not limited to the Membership and Account Agreement and Disclosure, Online Banking Agreement and Disclosures governing your OCCU account(s) are incorporated by reference and made a part of this Agreement. In the event of a discrepancy between this agreement and any other agreements, the terms of this agreement shall prevail. This Agreement cancels, supersedes, and replaces any prior remote deposit capture agreements that you may have entered into with OCCU.

- 1) **Services.** The remote deposit capture service is designed to allow you to make deposits to your checking or savings from home or other remote locations by electronically transmitting a digital image of the front and back of your paper checks to OCCU. There is currently no charge for the service. OCCU reserves the right to charge for the service in the future.
- 2) **Member Eligibility.** You understand that you must be an OCCU member in good standing to qualify for the service.
- 3) **Acceptance of these terms.** Your use of the service constitutes your acceptance of this agreement. You agree to comply with the hardware, software and connectivity requirements as referenced in this agreement. OCCU reserves the right to change the terms and charges for the service described in this agreement by notifying you of such change. OCCU may amend, modify, add to, or delete from this agreement. Your continued use of RDC will indicate your acceptance of the revised agreement.
- 4) **Compliance with Laws.** You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the service, as well as all laws relating to the banking transactions effected by this service, including those of the national Automated Clearing House. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses, including attorneys’ fees, or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us.
- 5) **Limitations of Service.** When using the service, you may experience technical or other difficulties. We cannot assume liability for any technical or other difficulties or any resulting damages that you may incur. The RDC service has 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 service, in whole or in part, or your use of the service, in whole or in part, at any time without prior notice to you.
- 6) **Eligible Items for Deposit.** You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC.
- 7) **Prohibited Deposits.** You understand and agree that you will not use the service to deposit the following items:
  - a. Any third-party check, i.e., any item that is made payable to another party and then endorsed to you by such party.

- b. Any item drawn on your personal account at OCCU.
- c. Any item payable to you and another party who is not joint owner on your OCCU account.
- d. Any item that contains evidence of alteration to the information on the check.
- e. Any check previously converted to a "substitute check," as defined in Regulation CC.
- f. Any item issued by a financial institution in a foreign country, or bearing a non-US routing number.
- g. A Savings Bond
- h. A "remotely created check."
- i. Any item that is "stale dated," expired, or "postdated" (stale dated is 6 months or over)
- j. Any item that is "non-negotiable" (whether stamped in print or as a watermark).
- k. Any item that has been re-deposited or returned such as "non-sufficient funds" or returned for any other reason, by any financial institution.
- l. Any item that is incomplete.

Deposits of this nature may result in the immediate termination of the service and an immediate reversal of the transaction credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account. You will have fees associated with returned items and negative balances per the OCCU fee disclosure.

- 8) **Check Requirements.** Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. The check must be payable to the account holder or a joint account holder. Prior to photographing or scanning the original check, you will endorse any item transmitted through the service as "For mobile deposit at OCCU only member's signature". You agree to follow any and all other procedures and instructions for use of the service as OCCU may establish from time to time. The scanned image of the check transmitted to us using the service must provide, accurately and legibly the following information: (1) your endorsement; (2) the information identifying the check payor and the paying bank that is preprinted on the check, including complete and accurate MICR information and the payors signature; and (3) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association. OCCU may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee we can accept the image.
- 9) **Receipt of Items.** Upon receipt of the digital image, we will review the image for acceptability. You agree that receipt of an image does not occur until after the RDC app notifies of receipt of the image by a confirmation screen. Upon the conclusion of your transaction. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will examine the image for accuracy and clarity. We reserve the right, within our sole discretion, to accept or reject any item for remote deposit into your

account and, in the event we reject an item for remote deposit, you agree that you must physically deposit the original item. You agree that even if we do not initially reject an item you deposit through the service, we may ask you to provide the original item, should the paying bank deem the electronic image illegible, or invalid for any other reason. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using the service is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

- 10) **Rejection of Deposit.** We are not liable for any fees, service, or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. If a deposit is rejected, you will be notified through the email address you used to register for the mobile application service.
- 11) **Items Returned Unpaid.** A written notice will be sent to you of transactions we are unable to process because of returned items. Any item that you transmit to us for remote deposit that we credit to your account that is not honored, you authorize us to debit the amount of such item from your account, including any applicable fees. OCCU will send you an image of the original check or a substitute check for the returned item. Please refer to the current Rate and Fee Schedule as posted on the OCCU website for related fees.
- 12) **Availability of Funds.** For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open. You understand that following our receipt and processing of the image, funds from the check may be held for two business days after we receive your deposit; however, longer delays may apply. You also understand that credit is provisional until settlement is final.
- 13) **Email Address.** You agree to notify us immediately if you change your email address by coming into a branch location or calling us at (800) 426-5657.
- 14) **Unavailability of Service.** You understand and agree that the Service may at times be temporarily unavailable due to OCCU system maintenance or technical difficulties including, but not limited to those of the Internet service provider and Internet software. In the event that the Service are unavailable, you acknowledge that you can deposit an original check at our branches or by mailing the original check to Our Community Credit Union, PO Box 1670, Shelton, WA 98584. It is your sole responsibility to verify that items deposited using the service have been received and accepted for deposit by us. To verify your deposit was accepted you can sign into the mobile application and verify your deposit was received. The credit will be provisional until the deposit has cleared.
- 15) **Retention and Disposal of Transmitted Items.** Upon your receipt of a confirmation from OCCU that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “RDC - date” to ensure that it is not re-presented for payment.
  - You agree to securely store each original check that you deposit using the service for a period of at least 30 days after transmission to us. After 30 days and no later than 90 days

after you transmit the original check, you will safely destroy the original check. It is your responsibility to ensure that once destroyed, the original checks are no longer readable or capable of being reconstructed.

- You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.
- You agree never to re-present the check for deposit.
- You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to OCCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

16) **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the service and to modify such limits. Current deposit limits are stated in the application.

17) **In Case of Errors.** You agree to immediately notify us of any suspected errors regarding checks deposited through RDC by calling (800) 426-5657 or messaging us through the mobile application.

18) **Periodic Account Statement.** Any remote deposits made through RDC will be reflected on your periodic account statement. You agree that you are required to notify us of any error relating to mobile deposits using RDC by no later than 33days after we mail the periodic account statement that includes the disputed transaction. You are responsible for any errors that you fail to bring to our attention within such time period.

19) **Ownership & License.** You agree that OCCU retains all ownership and proprietary rights in the RDC service, associated content and technology. Your use of the RDC service is subject to and conditioned upon your compliance with this Agreement. Any breach of this agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the business interest of OCCU, or (iii) to actual or potential economic disadvantage in any aspect to OCCU. 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 service.

20) **DISCLAIMER OF WARRANTIES.** You agree that your use of the RDC service is at your own risk. You also agree that the service and all information and content (including that of third parties) is provided on an "as is" and "as available" basis. You agree that we do not make any warranties of any kind as to the use of the service, equipment, hardware, software or internet provider service, or any part of them, whether expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the service will meet your requirements or will be uninterrupted, timely, secure, or error-free. We also make no warranty that the results that may be obtained from using the services will be accurate or reliable, or that any errors in the service or technology will be corrected. We are not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by your internet provider, any related software or OCCU's use of any of them or arising in any way from the installation, use or maintenance of your personal device hardware, software or other equipment.

- 21) **LIMITATION OF LIABILITY.** You understand and agree that we will not be liable for any direct, indirect, incidental, punitive, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from or attributable to the use or the inability to use the RDC service incurred by you or any third party arising from or attributable to the use of, inability to use, the termination of the use of the service, or your breach of this agreement, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if OCCU has been informed of the possibility thereof.
- 22) **Accountholder's Warranties.** You make the following warranties and representations with respect to your use of the RDC service every time you transmit an item for deposit.
- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration other than proper endorsement, and the payor of the check has no defense against payment of the check.
  - The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
  - Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other entity for payment.
  - There are no other duplicate images of the original check, other than the digital image of an original check that you remotely deposit through the service.
  - Each original check was authorized by the payor in the amount stated on the original check and to the payee stated on the original check.
  - You have not knowingly failed to communicate any material information to us.
  - You will retain possession of each original check deposited using the service for the required retention period and neither you nor any other party will submit the original check for payment.
  - You will not use the service or your accounts for any illegal activity or transactions.
  - Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on the OCCU network, data, or computer systems.
- 23) **Accountholder's Indemnification Obligation.** You agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the service and/or breach of this agreement. You agree that this indemnification shall survive termination of this agreement.
- 24) **Termination of the Service.** You may, by written request, terminate the service provided for in this Agreement. We may terminate your use of the service at any time. In the event of termination of the service, you will remain liable for all transactions performed on your account.
- 25) **Relationship to Other Disclosures.** The information in this agreement applies only to the RDC service described herein the Remote Deposit Capture User Agreement. Provisions in other disclosures and disclosure documents, as may be revised from time to time, remain in effect for all other aspects of your account.
- 26) **Governing Law.** You agree that this agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by the laws of the State of Washington. You also agree to submit to the personal jurisdiction of the courts of the State of Washington.

27) **Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

28) **Benefit.** This agreement is for the benefit of OCCU and the depositor only. No other entity has rights under this agreement.

**29) Definitions.**

a) Check (as defined in Federal Regulation CC) a negotiable demand draft that is drawn on:

- Or payable through or at an office of a bank or credit union;
- A Federal Reserve Bank;
- The Treasury of the United States;
- A state or local government that is not payable through or at a bank or credit union
- A United States Postal Service money order;
- A Traveler's check drawn on or payable through or at a bank or credit union
- An original check.

Item means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.

b) Remotely Created Check (as defined in Regulation CC):

A check that is not created by the paying bank and does not bear a signature by the person on whose account the check is drawn, but is authorized by the account owner.

c) Substitute Check (as defined in Regulation CC) is a check reproduction of an original check that:

- Contains an image of the front and back of the original check;
- Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured.
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140 and
- Is suitable for automated processing in the same manner as the original check.

30) **Hardware and Software Requirements.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by OCCU. The current hardware specifications can be found on the app store for your particular device. At this time, the OCCU Mobile App with RDC is only supported by certain Android and Apple devices. OCCU is not responsible for any third-party software you may need to use the Service. 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.

OCCU reserves the right to change hardware and software requirements and will update the applicable application stores. Your continued use of the Service will indicate your acceptance.

**If you do not agree to any of the above terms, you may not use the Remote Deposit Capture Service from Our Community Credit Union.**