

# NEWRIZONS FEDERAL CREDIT UNION

120 FIRMAN AVENUE  
HOQUIAM, WA 98550-2006  
360-533-4760

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## Remote Deposit Capture User Agreement ("Agreement"):

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This Agreement contains the terms and conditions for the use of Newrizons FCU ("us," or "we") may provide to you ("you," or "User") through online banking or other service provider ("Provider," or "third party"). Other agreements you have entered into with NFCU, including Account Agreements and Disclosures governing your account, 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 your mobile device. Your mobile device must be capable of satisfactorily acquiring check images and scanning paper checks to create a check image that can be sent electronically along with related data to NFCU for deposit to your designated account. Once the check images have been successfully received and processed, the funds from the checks electronically deposited will generally be available for withdrawal by you as provided in the Funds Availability Policy.

### 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 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, NFCU 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 may 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. Your Warranties and Agreements When Using the Services

With each check image transmitted, you warrant that (i) only cash items drawn on Credit Unions within the United States, including USA territories, are being deposited; (ii) no foreign Items are being deposited; (iii) you are not depositing a check that has previously been deposited whether via the RDC Service, at an ATM, or at another location, and no duplicate files or Items are being deposited; (iv) the original check will not be deposited; (v) all Items are made payable to you, all signatures on each check are authentic and authorized, and that each check has not been altered; (vi) each check image being deposited is an accurate representation of all information on the front and back of the original check at the time the original check was converted to a check image, and the check image contains all endorsements from the original check; (vii) each check image being deposited contains a record of all MICR line information required for a Substitute Check and otherwise satisfies all of the requirements of applicable law including, but not limited to, The Check Clearing for the 21st Century Act ("Check 21") and Regulation CC for the creation and/or transferring of a Substitute Check (as defined in Regulation CC) created from the check image; (viii) you have complied with all rules, regulations and laws concerning the deposit; (ix) neither us, the service provider, nor any other Credit Union will sustain a loss as a result of your deposit of a check image; (x) you are not accessing Services, or using us or any other Credit Union as a conduit for money laundering or other illicit purposes; (xi) there is no pending order or judgment, and there no law or regulation that would prohibit the deposit or the transaction relating to the deposit; (xii) you are not a national of a designated blocked country or "Specially Designated Nations," "Blocked Entity" or have any other designation or otherwise blocked as defined by the United States Office of Foreign Assets Control. Deposits not conforming to these warranties may result in termination of all Services.

### 5. Image Quality and Conditions

The image of an item transmitted to NFCU or third party using the Services must be legible. The image of an item transmitted to NFCU using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, 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 mobile deposit only, at Newrizons FCU account # \_\_\_\_\_" or otherwise instructed by the third party. You agree to follow any and all other procedures and instructions for use of the RDC Services as NFCU 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 you receive a confirmation from NFCU or the Service Provider that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

## 8. Availability of Funds

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Board Regulation CC. NFCU will hold the funds for up to seven business days from the date of deposit. In some instances, funds may be available sooner than seven business days based on such factors as credit worthiness, the length and extent of your relationship with NFCU and its affiliates, transaction and experience history, and such other factors as NFCU in our sole discretion, deems relevant. Generally, if the funds from your deposit will be available later than the time shown above, NFCU will mail or deliver the notice as soon as practicable, but no later than the first business day following the day the facts become known to the depository financial institution, or the deposit is made, whichever is later.

## 9. Disposal of Transmitted Items

You will retain the original of each Item for a minimum of 60 days after it has been credited to your Account, and thereafter either destroy the Item of which you have transmitted an image or otherwise render it incapable of transmission or presentment by any means. 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 NFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for NFCU'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. You may deposit checks totaling \$2500 per day with a total of \$5000 monthly and ten items.

## 11. Hardware and Software

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by NFCU or Provider from time to time. NFCU 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.

## 12. Errors

You agree to notify NFCU of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable NFCU account statement is sent. Unless you notify NFCU 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 NFCU for such alleged error.

## 13. Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in NFCU's sole discretion subject to the Agreements and Disclosures governing your account.

## 14. Fees

You agree to pay all fees and charges for Services as set forth in NFCU's Fee Schedule.

## 15. Attorney's Fees and Other Fees

You agree to pay NFCU all of our costs and reasonable attorney's fees. Including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under these Agreements.

## 16. 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 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 NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) 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.

## 17. LIMITATION OF LIABILITY

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 NFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

## 18. User warranties and indemnification

You warrant to NFCU that you will comply with this Agreement and all applicable rules, laws and regulations. You agree to indemnify and hold harmless NFCU and its shareholders, directors, officers, employees and agents from any loss for breach of this warranty provision.

**19. Other terms**

You may not assign this Agreement. This Agreement is entered into in Grays Harbor County, WA and shall be governed by the laws of the State of Washington 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.