

Remote Deposit Capture Disclosure

ALTURA CREDIT UNION

REMOTE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT

In this Remote Deposit Capture Services Disclosure and Agreement (“Disclosure and Agreement”), the words “I,” “me,” “my,” “us” and “our” mean the person that applied for and/or uses any of the Remote Deposit Capture Services (the “Services”) described in this Disclosure and Agreement to remotely deposit checks. The words “you,” “your,” and “yours” mean ALTURA CREDIT UNION. My Altura Credit Union About Your Credit Union Deposit Accounts (the “Account Agreement”) is hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Account Agreement, this Disclosure and Agreement will control.

- 1. Use of the Services.** Following my acceptance of the terms and conditions of this Disclosure and Agreement, I am authorized by you to remotely deposit paper checks I receive into my account with you (the “Account”) by electronically transmitting a digital image of my paper checks to you for deposit. I understand that I must be an Altura Credit Union member for at least ninety (90) days and be a member in good standing to be eligible to enroll in the Services. I agree to comply with your hardware and software requirements as well as use the most current version of mobile device software, and as amended from time to time. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image by notification through onscreen messaging or an email transmitted to the email address I have provided you. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you will process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account and, in the event you reject an item for remote deposit, I understand and agree that I must deposit the original item in person, by mail, or at an ATM. I understand and agree that even if you do not initially reject an item I deposit through the Services, you may return the substitute check you created because, among other reasons, the paying bank deems the electronic image illegible. Your failure to reject such an item shall not limit my liability to you. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.
- 2. Compliance with Law.** I agree to comply with all laws, statutes, regulations and ordinances pertaining to my use of the Services, as well as all laws relating to the banking transactions contemplated hereunder. I also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which you are a party that govern the Services you provide. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.
- 3. Check Requirements.** Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to scanning the original check, I will indorse the back of the original check. My endorsement will include the name “Altura Credit Union,” state my Account number, and the statement “For Deposit Only.” The scanned image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) 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 for the check will be clear and meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, including the requirements under federal Regulation “CC,” and any other regulatory agency, clearing house or association.
- 4. Rejection of Deposit.** You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.
- 5. Items Returned Unpaid.** A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.
- 6. Email Address.** I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

7. **Unavailability of Services.** I understand and agree that the Services may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or through your ATMs or by mailing the original check to you at PO Box 908, Riverside CA, 92502. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.
8. **Business Day and Availability Disclosure.** For purposes of determining the availability of my deposits made through the Services, your business days are Monday through Friday, except holidays. Your business hours are 9:00 a.m. to 5:30 p.m., Pacific Standard Time, each business day. If I make a deposit using the Services by 1:00 p.m. Pacific Time on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after 1:00 p.m. Pacific Time or on a day you are not open, you will consider that the deposit was made on the next business day you are open.
9. **Funds Availability.** I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Riverside, California. I understand that following your receipt and processing of the image, funds from the check will be made available for my withdrawal and/or use in accordance with the terms and conditions of your Account Agreement's Funds Availability Policy. I understand that you may make such funds available sooner based on such factors as my creditworthiness, the length and extent of my relationship with you, transaction and experience information, and such other factors as you, in your sole discretion, deem relevant. I also understand that credit is provisional until settlement is final.
10. **Accountholder's Warranties.** I make the following warranties and representations with respect to my use of the Services and each image of an original check I transmit to you utilizing the Services:
 - 1) Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
 - 2) The amount, the payee, signature(s), and indorsement(s) on the original check are legible, genuine, and accurate.
 - 3) Each check that I submit to you for deposit will not be resubmitted in any format to you or to any other person for payment and will not cause the same drawer's account to be debited twice.
 - 4) Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
 - 5) Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
 - 6) I will not use the Services and/or my Account for any illegal activity or transactions.
 - 7) I have not knowingly failed to communicate any material information to you.
 - 8) I have possession of each original check deposited using the Services and neither I nor any other party will submit the original check for payment.
 - 9) I will not use the Services and/or my accounts for any illegal activity or transactions.
 - 10) Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

11) I will follow reasonable security measures to ensure protection of any device I use to make remote deposits and the transmission and/or storage of items deposited through the Services.

11. **Storage of Original Checks.** I must securely store each original check that I deposit using the Services for a period of at least sixty (60) days after transmission to you. During the sixty (60) day retention period, I will promptly provide any retained check, or a sufficient copy of the front and back of the check, to you as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for your audit purposes. If I am unable to provide a sufficient copy of the front and back of the check I will be liable for any unresolved claims by third parties. After such period expires, and by no later than ninety (90) after I transmit the original check, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks. If I use the Services for business purposes, I agree that persons who have access to the stored checks must be fully bondable and have passed a thorough screening.
12. **Accountholder's Indemnification Obligation.** I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement.
13. **In Case of Errors.** In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach as set forth below.

Telephone the Member Service Center at: 888-883-7228

or e-mail you at: eservices@alturacu.com

14. **Limitation of Liability.** I UNDERSTAND AND AGREE THAT YOU WILL NOT BE LIABLE FOR ANY 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 SERVICES INCURRED BY ME OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS DISCLOSURE AND AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF YOU HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. IN THE EVENT THAT I USE THE SERVICES FOR BUSINESS PURPOSES, I FURTHER AGREE THAT YOUR LIABILITY FOR YOUR ACTIONS, OMISSIONS, OR BREACH OF THIS DISCLOSURE AND AGREEMENT SHALL NOT EXCEED SIX (6) MONTHS WORTH OF FEES THAT I HAVE PAID TO YOU IN CONNECTION WITH MY USE OF THE SERVICES.
15. **Charges for Use of the Services.** All charges associated with the Services are disclosed in your Schedule of Fees and Charges which accompanies the Remote Deposit Capture Services Disclosure and Agreement and the Account Agreement.
16. **Warranties.** I UNDERSTAND THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. I UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT. YOU MAKE NO WARRANTY THAT THE SERVICES WILL MEET MY REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
17. **Change in Terms.** You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.
18. **Termination of the Services.** I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time upon written notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account. I understand and agree that Sections 10, 12, 14, and 16 shall survive the termination of this Disclosure and Agreement.

19. **Relationship to Other Disclosures.** The information in this Disclosure and Agreement applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other transactions on and aspects of the Account.
20. **Governing Law.** I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of California.
21. **Periodic Statement.** Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than sixty (60) days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.
22. **Limitations on Frequency and Dollar Amount.** I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits through the Services that you set, at your sole and absolute discretion. I understand that I may not deposit items through the Services in an amount exceeding \$2,500.00 on any given day.
23. **Limitations on Use of Service.** I understand and agree that if my checking account with Altura Credit Union is either a Reliance Account or a MyMoney Youth Account, then I do not have access to Remote Deposit Capture. If I feel I am in an incorrect account type, I will contact Member Service at 1-888-883-7228 to discuss other account options if I qualify.
24. **Unacceptable Deposits.** I understand and agree that I am not permitted to deposit the following items using the Services:
- 1) Any item drawn on my account or my affiliate's account.
 - 2) Any item that is stamped with a "non-negotiable" watermark.
 - 3) Any item that contains evidence of alteration to the information on the check.
 - 4) Any item issued by a financial institution in a foreign country.
 - 5) Any item that is incomplete.
 - 6) Any item that is "stale dated" or "post dated."
 - 7) Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.
 - 8) Any item that did not originate as a paper item.
 - 9) Any item that is not payable in U.S. Dollars.
25. **Business Use of Services - Changes in Financial Circumstances.** In the event that I use the Services for business purposes, I understand and agree that I must inform you immediately in the event my financial circumstances as evidenced in any financial information that I provide to you. This includes, but is not limited to, notification of the following: (a) any creditor tries to take any of my or my business's property on or in which you have a lien or security interest, including any accounts with you; (b) a judgment or judgments is entered against me or my business in the aggregate amount of \$100.00 or more that is not satisfied within thirty (30) days or stayed pending appeal; (c) an involuntary lien or liens is attached to any of my or my business's assets or property and not satisfied within thirty (30) days or stayed pending appeal; (d) an adverse change occurs in my or my business's financial condition or applicable credit histories; (e) I or my business are in default under any agreement for borrowed money or any other material contract; (f) I or my business file

insolvency proceedings pursuant to any federal or state law, or file an answer not contesting the material allegations of a petition filed against me or my business in an insolvency proceeding, or am/are adjudged insolvent; (g) substantially all of my or my business's assets are transferred to an assignee for the benefit of creditors, a receiver or a trustee in bankruptcy; and (h) there are material changes in my business's ownership or corporate structure. I agree to provide you any financial records you reasonably request to determine my financial status during the term of this Disclosure and Agreement.

26. **Confidentiality.** I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.
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. **Severability.** A determination that any provision of this Disclosure and Agreement is unenforceable or invalid shall not render any other provision of this Disclosure and Agreement unenforceable or invalid.
29. **Relationship.** This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.
30. **Force Majeure.** I understand and agree that you are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay in the Services due to causes beyond your reasonable control.