









## REMOTE DEPOSIT CAPTURE NOTICE AND AGREEMENT

**Processing Deadlines** – Any Image transmitted to the Service by 3:00 p.m. Central time on a business day (as defined herein) will be considered for acceptance that business day; an Image transmitted after 3:00 p.m. Central time will be considered for acceptance on the next business day. We will make our determination concerning whether or not to accept the Image for deposit by 3:00 p.m. Central time, and you will be notified by the Service at the time we make our decision. Accepted Images will be credited to the Account by 4:00 p.m. Central time.

**Funds Availability** – You understand and agree that deposits of Images via transmission to the Service may not be available for immediate withdrawal, and we may withhold the availability of funds from the deposited Image. Any hold placed on a deposit transmitted via the service will be done so in accordance with our Funds Availability Policy Disclosure. You understand and agree that, solely for the determination of any applicable hold, an Image will be deemed a “check” as that term is used in our Funds Availability Policy Disclosure.

**SPECIAL RULES FOR NEW ACCOUNTS** — If you are a new member, the following special rules will apply during the first 30-60 days your account is open:

Funds from deposits of the first \$5,000.00 of a day’s total deposits of cashier’s, certified, and teller’s checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit. We will notify you if we delay your ability to withdraw funds via the secure messaging service available in your home banking account and also alert you via your email address on file with the Service.

We do not guarantee that any Image transmitted via the Service will be received by the Service, accepted by the Credit Union or ultimately deposited to the Account. You understand and agree that any time-sensitive deposit (such as one to be used for a loan or other payment) should NOT be transmitted as an Image via the Service and should be presented in person at one of our locations. The Credit Union will not be responsible for any loss, charge or fee you incur as a result of your use of the Service which results in any late or non-payment of any withdrawal from the Account.

**Storage and Destruction of Original Checks** – Upon receipt of confirmation that we have accepted an Image of an original Check, you understand and agree that you will retain possession of the original Check for a period of 30 calendar days, during which time you will ensure the safety and integrity of the original Check. You understand and agree that, at the expiration of this 30 calendar day period, you MUST destroy the original Check via a commercially acceptable means of destruction, including shredding (preferably via a cross-cut shredder), burning or pulverizing the original Check, after which the Image will be the only evidence of the original Check.

You understand and agree that it is your responsibility to establish and maintain appropriate procedures and controls to safeguard the original Check and to prevent any further use. You agree that you will notify us IMMEDIATELY if you learn of the loss or theft of an original Check, an Image of which was transmitted via the Service for deposit to an Account.

You understand and agree that, during such time as you retain the original Check, that we may require you to make the original Check available to us within 5 calendar days, at your expense. You further agree that if you fail to provide the original Check to us within 5 calendar days, we may reverse the deposit made to the Account, and that you will be responsible for any loss incurred by you, the Account owner or us as a result of such reversal.

You understand and agree that once an Image of a Check has been transmitted via the Service, the original Check may never again be used for any purpose, particularly for deposit. Any violation of this provision may result in immediate termination of your access to the Service, and the recovery of any loss incurred by the Credit Union for any violation of this provision will be pursued by any collection means available to us.

**Transmission Limits** – You understand and agree that the Credit Union may, from time-to-time and at its sole discretion, establish limits on the amount and/or number of Images that you may transmit via the Service. Any transmission you attempt to make which would exceed these limits may be rejected by us. Notwithstanding the foregoing, if we permit you to transmit one or more Images in excess of these limits, your use of the Service will

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transmitted is \$5,000.00, the maximum dollar amount of all Images that may be transmitted in any one business day is \$5,000.00, and the maximum dollar amount of Images that may be transmitted in any rolling 30 day period is \$10,000. The current maximum number of Images that may be deposited during any one business day is 5. We reserve the right to change these limits at any time without prior notice to you.

**Presentment** – You understand and agree that the manner in which accepted Images are deposited, presented for payment, and collected will be chosen at our sole discretion. In order for us to provide the Service to you, you understand and agree to be bound by all clearinghouse agreements, operating circulars, image exchange agreements and other agreements to which the Credit Union is a party that govern the presentment and clearing of check images, including any Image transmitted via the Service.

**Errors** – You understand and agree that you will immediately notify us if you know, suspect, or have any reason to know that any error has occurred concerning an Image you have transmitted via the Service. Such errors may include, but are not limited to, duplicate Images of the same Check. Further, you understand and agree that the deadline for notifying us of any such error will be the applicable 3:00p.m. Central deadline described in the “Processing Deadlines” section of this Agreement. Unless you notify us by the applicable 3:00p.m. Central deadline, you understand and agree that all transmissions you make via the Service will be deemed correct, and you understand and agree that you are prohibited from bringing a claim against the Credit Union for any such alleged error. Errors regarding the Account and any deposit made to it are governed by the Master Account Disclosure, as incorporated herein.

**Errors in Transmission** – You understand and agree that, by your use of the Service, you accept all risk that an Image or other information may be intercepted or misdirected during transmission. Further, you understand and agree that the Credit Union bears no liability to you or anyone else for any such intercepted or misdirected item or information disclosed through such error.

**Image Quality** – An Image transmitted via the Service must be of sufficient quality for the Credit Union to process the Image according to its procedures, and applicable laws, regulations or rules. You understand and agree that an Image may be rejected by the Service or the Credit Union, at its sole discretion, due to insufficient quality to meet any processing constraint.

**Warranties and Indemnification** – Upon your request for access to the Service, and each time you transmit an Image via the Service, you warrant to us that:

- You will only transmit Images of eligible Checks.
- You will not transmit Images of original Checks, Images of which have been previously transmitted to us via the Service or to another financial institution via a similar service.
- You have possession of the original Check, and you will not deposit, re-deposit or re-present the original Check.
- All information you provide to us is accurate and true, that Image is a true, unaltered accurate digitized representation of the front and back of the original Check, and that the drawer of the Check authorized its issuance and has no defense against its payment.
- The amount, payee(s), signature(s) and endorsement(s) on the original Check are genuine, accurate and legible.
- You are authorized to enforce and demand payment of the original Check.
- You will comply with this Agreement, and any applicable laws, regulations or rules.
- You are not aware of any fact or circumstance which may impair the collectability of the Image.
- You warrant that Images transmitted by you via the Service are free of any computer virus or malware.
- You agree to indemnify and hold us harmless from any loss for breach of this warranty provision.

**Cooperation with Investigations** – You understand and agree that you will cooperate with us regarding any investigation of unusual transactions, poor quality transmissions, and resolution of claims. Such cooperation may



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include providing to us an original Check or copy thereof when such original Check or copy thereof is in your possession, or any records relating to such Checks or transmission. You agree that the provision of an original Check, copy thereof, or any record will be upon our request and at your expense.

**Termination** – This Agreement and your use of the Service and Application may be immediately terminated if your use of the Application is in a manner that violates any term of this Agreement or any other applicable agreement between you and us. Upon termination of this Agreement you: (a) acknowledge and agree that all licenses and rights to use the Service and Application shall terminate; (b) will cease any and all use of the Application; and (c) will remove the Application from all computing devices, hard drives, networks, and other storage media in your possession or under your control.

**Enforceability** – You understand and agree that we may make exceptions to or waive any provision of this Agreement, for any reason, at our sole discretion. Any such exception or waiver does not modify this Agreement and does not affect our right to rely on and/or enforce that or any other term of this Agreement in the future. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of the Agreement.

**Severability** – You understand and agree that in the event that any provision of this Agreement is deemed to be invalid, illegal, or unenforceable to any extent, such determination will apply only to the affected provision, and will not affect the validity of any other provision of this Agreement, which will continue in full force and effect to the fullest extent permitted by law. Headings used in this Agreement are for convenience only and do not limit or otherwise affect the provisions of this Agreement.

**Ownership & License** – You understand and agree that the Credit Union provides the Service under one or more licensing agreements with various third parties, who retain ownership or licensing rights over the Service and its technology. Your use of the Service is permitted subject to the license granted to the Credit Union by such third parties, and you thereby gain no ownership or licensing rights in the Service or its technology. You understand and agree that your use of the Service 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 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 Credit Union's business interest, or (iii) to the actual or potential economic disadvantage of the Credit Union, in any respect. You may use the Service 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 Service.

**Third Party Trademarks** – All product names used in this Agreement (Apple Store, iOS, Google Play, and Android) are trademarks of their respective owners, which are in no way affiliated with Memorial Credit Union. Memorial Credit Union makes no guarantees, representations or warranties of any kind, express or implied, regarding the use of any of the foregoing products.

**DISCLAIMER OF WARRANTIES** – WE CANNOT FORESEE OR ANTICIPATE ALL TECHNICAL OR OTHER DIFFICULTIES RELATED TO THE APPLICATION OR SERVICE. THESE DIFFICULTIES MAY RESULT IN LOSS OF DATA, PERSONALIZATION SETTINGS, AND OTHER APPLICATION INTERRUPTIONS. WE ASSUME NO RESPONSIBILITY FOR ANY DISCLOSURE OF ACCOUNT INFORMATION TO NON-PARTIES, THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS, OR PERSONALIZATION SETTINGS IN CONNECTION WITH YOUR USE OF THE APPLICATION.



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WE ASSUME NO RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY, OR AVAILABILITY OF ANY COMPUTING DEVICE OR NETWORK WHICH YOU UTILIZE TO ACCESS THE APPLICATION OR TO USE THE SERVICE.

YOU AGREE TO EXERCISE CAUTION WHEN UTILIZING THE APPLICATION ON YOUR COMPUTING DEVICE AND TO USE GOOD JUDGMENT AND DISCRETION WHEN OBTAINING OR TRANSMITTING INFORMATION.

THE SERVICE AND APPLICATION PROVIDED HEREUNDER IS PROVIDED "AS IS," WITH ALL WARRANTIES DISCLAIMED, INCLUDING ALL EXPRESS OR IMPLIED WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. THERE IS NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICE AND APPLICATION SHALL BE BORNE SOLELY BY YOU.

THERE IS NO WARRANTY THAT THE SERVICE OR APPLICATION WILL MEET YOUR REQUIREMENTS, THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR THAT ANY DEFECTS IN THE SERVICE OR APPLICATION WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICE AND APPLICATION ARE AT YOUR SOLE RISK AND DISCRETION, AND WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO FOLLOW PROPER BACKUP PROCEDURES TO PROTECT AGAINST LOSS OR ERROR, RESULTING FROM USE OF THE SERVICE AND APPLICATION.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

**LIMITATION OF LIABILITY** – IN NO EVENT SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR LOST PROFITS) OR CONSEQUENTIAL DAMAGES, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. OUR TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF

THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE GREATER OF FIVE HUNDRED DOLLARS OR THE TOTAL AMOUNT PAID, IF ANY, BY YOU FOR THE APPLICATION AND ANY MONTHLY FEES CHARGED TO YOU DURING THE ONE (1) MONTH IMMEDIATELY PRIOR TO THE DATE THAT THE EVENTS GIVING RISE TO THE ACTION OR CLAIM FIRST OCCURRED. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.