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## **VENTURA COUNTY CREDIT UNION REMOTE DEPOSIT CAPTURE AGREEMENT**

**PLEASE READ THIS CREDIT UNION AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR REFERENCE.**

**1. DEFINITIONS:** In this Agreement, the words "you" or "your" mean the member or business that has enrolled in the Ventura County Credit Union Remote Deposit service (hereinafter, referred to as "Remote Deposit") and "we", "us", or "our" refers to Ventura County Credit Union. "Account" or "accounts" refer to your Ventura County Credit Union accounts that you have designated for deposits using Ventura County Credit Union's Remote Deposit. This Ventura County Credit Union Remote Deposit Agreement (or "this Agreement") governs your use of our Ventura County Credit Union Remote Deposit ("Remote Deposit" or "the Service").

**2. SERVICE AGREEMENT:** This Agreement contains important terms and conditions which govern the Remote Deposit service. Other agreements you have entered into with Ventura County Credit Union and disclosures governing your Ventura County Credit Union account(s) are incorporated by reference and made a part of this Agreement. You understand and agree that by using the Remote Deposit service, you are accepting the terms and conditions of this Agreement and that your use of your Username and Password will be considered the same as your written signature in authorizing us to complete any transaction or request communicated to us. Your use of Remote Deposit 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, on our website or on our mobile app providing a link to the revised agreement. Your continued use of the service after such notification will indicate your acceptance of the revised Agreement. Further, Ventura County Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove features or functions of the Remote Deposit service. Your continued use of the Remote Deposit product will indicate your acceptance of any such changes to the Service. We do not guarantee functionality of the service on all wireless communication devices. When using the Remote Deposit service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any inconvenience or losses you may experience as a result. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at our branches or through our ATMs or by mailing the original check to us at PO Box 6920, Ventura, CA, 93006-6920. If the Remote Deposit service has qualification requirements, 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 Remote Deposit service, in whole or in part, immediately and at any time without prior notice to you. We may elect to discontinue Remote Deposit at any time.

**3. REMOTE DEPOSIT PROCESS:** In order to use Remote deposit, you must obtain and maintain, at your own expense, compatible hardware and software as specified by Ventura County Credit Union from time to time. You are responsible for providing your own hardware and software ("Access Device") to access the service. You are also responsible for the charges of any wireless network or internet service provider you may utilize in accessing the service. You acknowledge that at any time, the hardware and software you use to access Remote Deposit may be subject to unauthorized tracking, interception, corruption, diversion or other manipulation by "spyware" or other malicious code. We are not responsible for detecting the existence of any such malicious code, or for advising you of its existence or potential effects even if we become aware of it, and your use of your hardware and software to access Remote Deposit is

at your sole risk and expense. We reserve the right at all times and without advance notice to you to take actions to protect our systems and information, including denying you use of Remote Deposit. In using Remote Deposit, you agree to scan and remotely deposit into a deposit account as described in the Deposit Agreement, which is incorporated by reference and made a part hereof, only checks ("Checks" or "Items"), as that term is defined in Federal Reserve Board Regulation CC ("Regulation CC"). You agree that you will not deposit, without our prior written consent, items prohibited by this Remote Deposit Agreement, or in violation of applicable laws and/or regulations, or "Substitute Checks" as defined by federal law or Image Replacement Documents (as that term is defined by the Check Clearing for the 21st Century Act, also known as Check 21) that purport to be substitute checks and have not been previously endorsed by an institution. If you deposit such an item, you agree to reimburse us for any losses, costs and expenses we may incur associated with warranty or indemnity claims. If you provide us with an Image Replacement Document of a substitute check for deposit into your account instead of an original Check, you agree to reimburse us for losses, costs and expenses we incur because the substitute check resulting from the Image Replacement Document does not meet applicable substitute check standards and/or causes duplicate payments. You agree that using Remote Deposit to transmit an image of a check to Ventura County Credit Union for deposit to your account shall be deemed the presentment of an "item" to Ventura County Credit Union for payment within the meaning of Article 4 of the Uniform Commercial Code and you warrant that:

- a. The item is eligible for deposit using Remote Deposit;
- b. The item is not a duplicate of an item previously deposited;
- c. You will not re-deposit or re-present the item;
- d. All information you provide to Ventura County Credit Union in connection with the item is accurate and true;
- e. You are in compliance with this Agreement and with all applicable laws, rules and regulations;
- f. You are not aware of any factor which may impair the collectability of the item; and
- g. You will indemnify and hold harmless Ventura County Credit Union from any loss resulting from any breach of this warranty provision.

You agree that you will not use Remote Deposit to electronically present to Ventura County Credit Union for deposit any of the following items:

- a. Any check or item payable to any person or entity other than you;
- b. Items that are drawn on your own account here at Ventura County Credit Union (either personal or business affiliated account);
- c. Any check or item containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect is fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- d. Any check or item payable jointly, unless deposited into an account in the name of all payees;
- e. Any check previously converted to a substitute check, as defined in Regulation CC;
- f. Any check drawn on a financial institution located outside the United States;
- g. Any check that is a remotely created check, as defined in Regulation CC;
- h. Any check not payable in United States currency;
- i. Any check dated more than 6 months prior to the date of deposit;

- j. Any check or item prohibited by Ventura County Credit Union's current procedures relating to Remote Deposit or which is not acceptable under the terms of your Ventura County Credit Union account;
- k. Any check payable on sight or payable through draft, as defined in Regulation CC;
- l. Any check not properly endorsed as specified in this Agreement;
- m. Any check that has previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution;
- n. Money Orders.

You agree to properly endorse and include "For VCCU Mobile Deposit Only" any item transmitted through the service. You agree to follow any and all other procedures and instructions for use of Remote Deposit that Ventura County Credit Union may establish from time to time.

You shall ensure that the images you transmit to us shall be of such quality that the following information can clearly be read:

- a. The amount of the Item
- b. The Payee
- c. The Drawer's Signature
- d. The Date of the Item
- e. The Item number
- f. The information identifying the drawer and the paying institution that is preprinted on the Check, including the complete MICR line
- g. Other information placed on the Item prior to the time an image of the Item is captured, such as any required identification written on the front of the Item and any endorsements applied to the back of the Item;
- h. You agree to securely store all original checks for a period of 60 calendar days after you received notice from the Credit Union that the file containing the images of such checks has been accepted; and
- i. Such other information as may be reasonably required by Credit Union.

The legibility of the image of an item transmitted to us shall be determined in our sole discretion. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by Ventura County Credit Union, the American National Standards Institute (ANSI), the Federal Reserve Board, and any other regulatory agency, clearinghouse or association.

We reserve the right to reject any item transmitted through Remote Deposit, at our discretion, with no liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. By using Remote Deposit, you accept the risk that an item may be intercepted, altered or misdirected during transmission. Ventura County Credit Union bears no liability to you or to others for any such intercepted, altered or misdirected items or information disclosed through such errors.

An image of an item shall be deemed received by Ventura County Credit Union when you receive via email on your Access Device or otherwise a confirmation from Ventura County Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible

item. You agree that Ventura County Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Upon your receipt of a confirmation from Ventura County Credit Union that we have received an image of an item, you agree to prominently and indelibly mark the item with "Remote Deposit on DATE" (where DATE is the full date you deposited the check by Remote Deposit) and to properly secure the item to ensure that it is not re-presented for payment. You agree never to re-present the item. You agree to retain the item for at least 60 calendar days from the day on which you receive or have access to your applicable Ventura County Credit Union periodic statement and until any suspected error in processing the item is resolved. During that period, you agree to promptly provide the item, or a sufficient copy of the front and back of the item, to Ventura County Credit Union as requested to aid in the clearing and collection process, to investigate suspected errors in your account statement of which you notify Ventura County Credit Union, to resolve claims by third parties with respect to the item, or for Ventura County Credit Union's audit purposes. After such period, you agree to destroy the item in such a manner as will render it incapable of further transmission, deposit, or presentment.

You agree to notify the Credit Union of a discrepancy within 60 calendar days of receipt of any terminal printout, mailed report, or periodic statement, whichever was received first, then such transactions shall be considered correct and you shall be precluded from asserting such error or discrepancy against the Credit Union.

Upon acceptance of an image, we shall grant your account Provisional Credit, defined below, for the amount of each image on the following business day. "Provisional Credit" means that the credit is made to your account subject to final payment of the items and subject to the terms of the Deposit Agreement.

**4. FUNDS AVAILABILITY:** Funds from items deposited through Remote Deposit will be available according to the Ventura County Credit Union Funds Availability Policy, as amended from time to time. The Funds Availability Policy is available at any branch of Ventura County Credit Union for your review. The first \$275.00 of your deposit will be available on the first business day after the day of your deposit. We may delay the availability if we require further review of the deposit.

**5. LIMITATIONS:** You may scan and submit check images for deposit to Ventura County Credit Union within the dollar limits ("deposit limits") established for you by Ventura County Credit Union. The default for these dollar limits are: amount per day \$10,000; amount per month \$25,000. From time to time, we may establish or change limits on the dollar amount and/or number of items you may deposit using Remote Deposit during specified time periods. If you attempt to initiate a deposit using the service in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, our acceptance of such deposit will be subject to the terms of this Agreement and we will not be obligated to allow a deposit in excess of applicable limits at any other time.

**6. BUSINESS ACCOUNTS:** The following information is applicable to business accounts. "Business accounts" mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not "consumer" accounts and are not maintained primarily for personal, family, or household purposes. For business accounts using the Remote Deposit service, Ventura County Credit Union is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise caused by the Remote Deposit service. By using Remote Deposit to access your business accounts, you are responsible for any unauthorized use of the Service and any loss or damages incurred due to the unauthorized access to your business accounts. If your business deposit activity through the Remote Deposit service exceeds your deposit limits, Ventura County Credit Union reserves the right to disable your access and provide you with information on other available business banking electronic deposit options. If any person with authorized access through the Remote Deposit service to conduct transactions on any business account is no longer authorized, it is your responsibility to notify Ventura County Credit Union. Ventura County Credit Union shall not be liable or responsible to you for any transactions conducted on a business account by any person whose

authority to conduct transaction is no longer in effect until Ventura County Credit Union is expressly notified.

**7. RELATIONSHIP TO OTHER AGREEMENTS:** You agree that when you use Remote Deposit, you will remain subject to the terms and conditions of all your existing agreements with Ventura County Credit Union. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including but not limited to, your Remote service carrier or provider, and that this agreement does not amend or supersede those agreements. You also agree that if you have any problems with Remote Deposit that you will contact Ventura County Credit Union directly.

**8. ERROR RESOLUTION:** You agree to notify Ventura County Credit Union of any suspected errors regarding items deposited through Remote Deposit immediately, and in no event later than 60 days after the applicable Ventura County Credit Union account statement is received or made available to you. Unless you notify Ventura County Credit Union within 60 days, such statement regarding all deposits made through the service shall be deemed correct, and you will be precluded from bringing a claim against Ventura County Credit Union for any alleged error or omission in such statement. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of Member or third party claims, including by providing, upon request and without reimbursement, any originals or copies of any items deposited through Remote Deposit in your possession and your records relating to such items and transmissions. If you need assistance with the service, or need to notify us of an error or suspected error in your statement, or if you need to communicate with Ventura County Credit Union for other reasons, please contact us by:

- a. Sending a secure electronic message to our Ventura County Credit Union Member Service Center using Ventura County Credit Union Online Banking;
- b. Calling Ventura County Credit Union at 1.800.339.0496. You agree that we may monitor the conversations our employees have with you for quality of service and accuracy of information provided to you; or
- c. Writing to us at: Ventura County Credit Union, PO Box 6920, Ventura, CA, 93006-6920

**9. DISCLAIMER OF WARRANTIES:** You agree that Ventura County Credit Union retains all ownership and proprietary rights in the Service, associated content, technology, and websites. 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 shall immediately terminate 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 Ventura County Credit Union's business interest, or (iii) to Ventura County Credit Union's actual or potential economic disadvantage in any aspect. You may use the Service only 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. You agree to comply with all existing and future-operating procedures used by Ventura County Credit Union for processing of transactions and/or rendering of this service. You further agree to comply with and be bound by all applicable state or federal law, rules and regulations affecting the use of checks, drafts and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA), and any other clearinghouse or other organization in which Ventura County Credit Union is a member or to which rules Ventura County Credit Union has agreed to be bound and/or Ventura County Credit Union is required to follow. These laws, procedures, rules, regulations, and definitions (collectively the "Rules") shall be incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control the interpretation of this Agreement. Ventura County Credit Union's duties and responsibilities under this Agreement are limited to those expressly described in

this Agreement and/or as may be required by applicable law and/or regulation. We shall not be responsible for suspension of performance of all our obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith should be prevented or hindered by, or be in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction.

You agree that except as expressly provided herein, your use of the service and all related information and content (including that of third parties) is at your risk and is provided on an “as is” and “as available” basis. Except as expressly provided herein, we will disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchant ability, fitness for a particular purpose and non-infringement, to the maximum extent permitted by applicable law. We make no warranty that (I) the service will meet your requirements, (II) the service will be uninterrupted, timely, secure, or error-free, (III) the results that may be obtained from the service will be accurate or reliable, or (IV) any errors in the service or technology will be corrected.

**10. LIMITATION OF LIABILITY: The person consenting to this Agreement has the power to execute this Agreement on your behalf and is authorized to carry out its obligations under this Agreement and upon execution and delivery of this Agreement by you, this Agreement shall be your legal, valid, and binding obligation, enforceable against you in accordance with the terms hereof, and will not violate any law, or conflict with any other agreement to which you are subject.**

**In addition to any other indemnification obligations you may have as provided elsewhere in this Agreement, you will be liable for, hold harmless, and will indemnify Ventura County Credit Union, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents, and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorney’s fees) arising from or related in any way to (i) any service performed in connection with this Agreement, (ii) Ventura County Credit Union’s action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by us to be your authorized representative or authorized user, (iii) your breach of any of your covenants, agreements, responsibilities, representation or warranties under this Agreement, (iv) your breach of or failure to comply with applicable laws, regulations, Rules, (v) your failure to report required changes, or transmission of incorrect data to us and/or (vi) claims of any sort by third parties or others arising out of this Agreement.**

**This Agreement shall remain in full force and effect unless and until it is terminated by us. We may terminate this Agreement at any time and for any reason. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, or if you use the Service for any unauthorized or illegal purposes or in a manner inconsistent with the terms of the agreement governing your deposit account at Ventura County Credit Union, or any other agreement with us. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.**

**a. To the fullest extent allowed by law and subject to the foregoing provisions of this agreement, Ventura County Credit Union’s liability to you under this agreement shall be limited to correcting errors resulting from its failure to exercise ordinary care or to act in good faith. In no event shall Ventura County Credit Union’s liability to you exceed the fees paid by you immediately preceding the event from which such liability arose for the service performed which gave rise to the claim.**

**b. You agree that in no event shall Ventura County Credit Union or Ventura County Credit Union's service providers be responsible or liable to you for any indirect, special, consequential, exemplary, punitive, or incidental damages, losses or injuries (including, without limitation, lost profits, loss of use, loss of data or cost of cover) arising out of the use by member of any service or the failure of Ventura County Credit Union or its service providers to properly process and complete transactions hereunder, even if Ventura County Credit Union or Ventura County Credit Union's service providers have been specifically advised of the possibility of such damages, losses or injuries.**

**11. ARBITRATION AND WAIVER OF JURY TRIAL:** will be settled by binding arbitration, and such arbitration shall be administered and conducted in accordance with the applicable arbitration rules of the American Arbitration Association. The arbitrator's decision will be final and binding with limited rights to appeal. This agreement supersedes any prior alternative dispute resolution and/or arbitration agreement that may exist between you and Ventura County Credit Union.

**12. GENERAL PROVISIONS:**

a. Entire Agreement. This Agreement, including all attachments, agreements or documents incorporated by reference, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

b. Amendments. We may amend the terms of this Agreement (including the fees and charges for service) at any time in our sole discretion by giving written notice to you. If required by this Agreement or by applicable law, notice will be given for the required applicable number of days in advance of such Amendments. Your continued use of the Service shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by us and agreed to by us in writing.

c. Attorney's Fees. In the event of any judicial or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

d. Assignment. You may not assign this Agreement or any right, interest or benefit under this Agreement without our prior written consent. Subject to the foregoing, this Agreement and any rights, interests or benefits shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of the provisions of this section shall be void.

e. No Third Party Beneficiaries. This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against you or us, and our respective successors, assigns, and affiliates.

f. Waiver. No delay or failure on the part of Ventura County Credit Union in exercising any of its rights under this Agreement shall constitute a waiver of such rights and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.

g. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

h. Construction. This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties, or the domicile of any party.

i. Force Majeure. Credit Union shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder during any event of force majeure, unforeseeable circumstances, act of God, or due to any reason beyond its reasonable control.

j. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

k. Notices. All notices, reports, approvals or consents required or permitted under this Agreement between the parties shall be in writing and shall be deemed to have been given if personally delivered or sent by email, certified or registered mail (return receipt), by recognized overnight courier, or telecopy, or other method agreed upon by the parties, at their respective last physical or electronic address of record.

l. Audit. Credit Union reserves the right to audit the users' compliance with this agreement.

*Duties and responsibilities under this Agreement are limited to those expressly described in this Agreement and/or as may be required by applicable law and/or regulation. We shall not be responsible for suspension of performance of all our obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith should be prevented or hindered by, or be in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction.*