

REMOTE DEPOSIT CAPTURE USER AGREEMENT

This agreement contains the terms and conditions for the use of UCCU's Remote Deposit Capture and Mobile Deposit. As used in this Agreement, the terms "we", "us", and "UCCU" refer to Utah Community Federal Credit Union; the terms "you" and "your" refer to the UCCU member using the Services (as that term is defined below). Other agreements you have entered into with UCCU, including all Agreements and Disclosures governing your UCCU account, are incorporated by reference and made a part of this agreement.

1. **Services.** The mobile deposit capture services ("Services") are designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by taking pictures of checks and delivering the images and associated deposit information to UCCU or UCCU's designated processor. There is currently no charge for the Services.
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 email 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, UCCU reserves 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 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. **Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to UCCU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Utah. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:
 - a. Checks or items payable to any person or entity other than you.
 - b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
 - c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.

- d. Checks or items previously converted to a substitute check, as defined in Reg CC.
- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Reg CC.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks or items prohibited by UCCU's current procedures relating to the Services or which are otherwise not acceptable under the terms of your UCCU account.

Notwithstanding any portion of this Agreement to the contrary, you agree to indemnify and hold UCCU harmless from any and all claims and damages that arise as the result of any entity or person rightfully or wrongfully asserting that a deposit was improper or that an individual with access to the subject account was not authorized to withdraw, spend or otherwise use deposited funds whether said funds were deposited on behalf of an entity or a person.

- 5. **Image Quality.** The image of an item transmitted to UCCU using the Services must be legible and must comply with the requirements established from time to time by UCCU at its sole discretion. You acknowledge that UCCU may impose image standards for any or no reason, including without limitation to comply with requirements established by ANSI, the Board of Governors of the Federal Reserve Board, or other regulatory agencies, clearing houses or associations.
- 6. **Endorsements and Procedures.** You agree to restrictively endorse the back of each item transmitted through the Services as "For deposit only, UCCU account # _____" or as otherwise instructed by UCCU. You agree to follow any and all other procedures and instructions for use of the Services as UCCU may establish from time to time.
- 7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services for any or no reason, 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 UCCU 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 Reserve Board Regulation CC. You agree that UCCU shall not be held liable for delays in processing items submitted through the Services and that Funds deposited using the Services will not be available until after UCCU receives payment for the funds submitted. Without limiting the

foregoing, you acknowledge that UCCU shall only process items during its business hours and that UCCU shall at all times have the ability to set and change a time in the afternoon of any business day after which items received by UCCU will not be processed until the following business day. UCCU may make funds available before receiving payment for the funds submitted based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as UCCU, in its sole discretion, deems relevant. You agree that UCCU shall not be liable for any refusal of a payor financial institution to pay an item for any or no reason, including without limitation, that the item was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature. Disposal of Transmitted Items. Upon your receipt of a confirmation from UCCU that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" and to take any and all steps necessary to ensure that it is not represented for payment. 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 UCCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for UCCU's audit purposes. For each image that you submit to UCCU, you agree to keep the original item stored in a secure (under lock and key) location accessible only by persons you have authorized to access your account. You agree to keep the physical item for at least 60 days and to not shred or destroy the physical item until you have confirmed that UCCU has received funds for the subject item and has made funds available to you. You agree that UCCU shall not be liable for any amount that you lose as the result of shredding or destroying a check before you have confirmed that UCCU has received funds for the item and has made funds available to you. 60 days after UCCU has made funds available to you in connection to a given item, you agree to shred the physical copy of the item.

9. **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 agree that we may impose a deposit limit on you regardless of whether deposit limits are imposed upon any other member or members of UCCU.
10. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by UCCU from time to time. See uccu.com for current hardware and software specifications. UCCU 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.
11. **Errors.** You agree to notify UCCU of any suspected errors regarding items deposited through the Services right away, and in no event later

than 60 days after the applicable UCCU account statement is sent. Unless you notify UCCU within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you agree that you shall thereafter be prohibited from bringing a claim against UCCU for such alleged error.

12. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in UCCU's sole discretion subject to the Agreements and Disclosures governing your account. You agree that you shall not permit any unauthorized person to access the Services using your access code; you agree to indemnify and hold UCCU harmless from any and all harm or costs that may arise as the result of any unauthorized person submitting an item to UCCU or otherwise accessing your account. You further acknowledge and agree that you shall be held accountable for presentment of any item to UCCU through the Service in the same manner that you would be if you presented the check in person at a branch of UCCU; in particular, you acknowledge and agree that presentment warranties, endorsement warranties, and other warranties that are applicable under state and federal law when a physical item is presented to a financial institution shall likewise apply to you and to items you present to UCCU through the Services.
13. **Ownership & License.** You agree that UCCU retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services 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 Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to UCCU's business interest, or (iii) to UCCU's actual or potential economic disadvantage in any aspect. You may use the Services 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 Services.
14. **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 AS 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 NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) 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.

15. **LIMITATION OF LIABILITY.** YOU 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 UCCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

16. **User warranties and indemnification.** You warrant to UCCU that:

- a. You will only transmit eligible items;
- b. Images will meet the image quality standards;
- c. You will not transmit duplicate items in any form;
- d. You will not deposit or represent the original item unless UCCU requests that you do so;
- e. All information you provide to UCCU is accurate and true;
- f. You will comply with this Agreement and all applicable rules, laws and regulations;
- g. Any item you submit to UCCU is a digitized image of the front and back of the item and accurately represents all of the information on the front and back of the item as of the time that you presented the item to UCCU; and
- h. Any item you present to UCCU contains all endorsements applied by parties that previously handled the item in any form for forward collection or return.
- i. You agree to indemnify and hold harmless UCCU from any loss for breach of this warranty provision.

17. **Other terms.**

- a. You may not assign this Agreement.
- b. This Agreement is entered into in Provo, UT, and shall be governed by the laws of the State of Utah and of the United States. You agree that the exclusive venue and jurisdiction for any dispute between you and UCCU shall be either the Fourth Judicial District of Utah or the United States District of Utah.
- c. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.
- d. Neither party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

- e. If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.
- f. The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.