

## OURCU Digital Banking Agreement

Please read this Agreement carefully before accessing or using these services. In this agreement, the term “Digital Banking” refers to both Online Banking and Mobile Banking services. By accessing or using the services, you agree to be bound by the terms and conditions set forth below through Our Community Credit Union. If you do not wish to be bound by these terms and conditions, you may not access or use the services.

- a. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions.
  
- b. To use Online Banking, you must have at least one OURCU personal account and an Online Banking Password. Through Online Banking, you will have access to any of your OURCU share accounts or loan accounts. OURCU reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances. Online Banking may be used to (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; and (d) obtain loan account balance information. These features are limited to the extent, and subject to the terms, noted below.
  - I. Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Agreement.
  - II. You should refer to the Deposit Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Online Banking Service are counted against the permissible number of transfers described in the Deposit Agreement.
  - III. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in the Agreement, all Online Banking transaction instructions received by 7:00 p.m. PST will be completed that business day. Any instruction received after 7:00 p.m. PST will be completed the next business day.
  - IV. Transactional information for your accounts will be available from Online Banking for a maximum of three statement cycles from the date of inquiry.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Digital Banking. We also reserve the right to modify the scope of the service at any time.

We may offer additional Digital Banking services and features in the future. Any such added Digital Banking services and features will be governed by this agreement and by any terms and conditions provided to you at the time the new Digital Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Digital Banking services we offer without notice, except as may be required by law.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. The credit union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

### Use of Service

You agree to accept responsibility for learning how to use Digital Banking in accordance with the instructions and agree that you will contact us directly if you have any problems with Digital Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Digital Banking as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device. You will not hold the Credit Union liable for any incompatibility of the Software with your mobile device or for any loss or damage to any mobile device, which may be caused by the Software or the installation process.

### Termination or Discontinuation

Termination of Digital Banking by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

### Other Agreements

You agree that, when you use Digital Banking, you remain subject to the terms and conditions of your existing agreements the credit union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this service is also subject to the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. You should review the account disclosures carefully, as they may include transaction limitations and fees, which might apply to your use of Digital Banking.

### Address Changes

You agree to promptly notify OURCU, in writing, of any address change.

### Permitted Digital Banking Transfers

Transactions in Digital Banking are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. You may transfer or withdrawal up to the available balance in your account at the time of the transfer, except as limited under this agreement or your deposit or loan agreements. The credit union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may process transfers that exceed your available balance at our discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

### Liability

Tell us AT ONCE if you believe your account information and/or PASSWORD have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account information and/or PASSWORD has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft of your account information and/or PASSWORD, and we can prove we could have stopped someone from using your account and/or PASSWORD without your permission if you had told us, you lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

#### Errors and Questions

Telephone us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and account number
2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error
4. The date of occurrence.

#### Data Recording

When you access Digital Banking to conduct transactions, the information you enter may be recorded. By using Digital Banking, you consent to such recording.

#### No Signature Required

When using Digital Banking to conduct transactions, you agree that the Financial Institution may debit your account to complete the transactions, or honor debits you have not signed.

#### Disclosure of Account Information to Third Parties

1. When it is necessary to complete the transfers;
2. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or court orders; or
4. If you give us written permission

#### Charges

You will not be charged for the "view accounts", or "transfer funds" features of Our Community Credit Union's Digital Banking. NOTE: Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Deposit Agreement and Loan Agreement.

You represent and agree to the following by enrolling for Digital Banking or by using the included services:

#### Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information which may be accessed via Digital Banking. You represent and agree that all information you provide to us in connection with Digital Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Digital Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Digital Banking.

#### User Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Digital Banking. You agree not to leave your Device unattended while logged into Digital Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Digital Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

#### User Conduct

You agree not to use Digital Banking or the content or information delivered through Digital Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Digital Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Digital Banking; (i) interfere with or disrupt the use of Digital Banking by any other user; or (j) use Digital Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

#### No Commercial Use or Re-Sale

You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Digital Banking or resell, lease, rent or distribute access to Digital Banking.

**Availability**  
We make no representation that any content or use of Digital Banking is available for use in any location in the United States or outside of the United States.

#### Limitations and Warranty Disclaimers

##### No Waiver

OURCU shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by OURCU. No delay or omission on the part of OURCU in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

##### Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any to the provisions of this Agreement.

##### Governing Law

This Agreement shall be governed by the laws of the jurisdiction in which the Financial Institution is located and by applicable Federal laws and regulations.

##### Federal Disclosure

You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.

We and our service providers disclaim all warranties relating to Digital Banking or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and noninfringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised of, or had reason to know of, the possibility of such damages.

#### Alterations and Amendments

The terms of the Agreement, applicable fees, and service charges may be altered or amended by Our Community Credit Union from time to time. In such event, Our Community Credit Union shall send notice to you either at your address as it appears on Our Community Credit Union's records or by online notice through Digital Banking. Any continuation of Digital Banking after Our Community Credit Union sends you a notice of Change will continue your agreement to such change(s). Further, Our Community Credit Union may, from time to time, revise or update the OURCU program, services, and/or related material(s) rendering such prior version obsolete. Consequently, OURCU reserves the right to terminate this Agreement as to all such prior versions of the OURCU programs, services, and/or related material(s) and limit access to OURCU's more recent versions and updates.

#### Send Money powered by PayPal™ (when available)

You can send money from your Our Community Credit Union (OURCU) account to another person through OURCU's Mobile banking. The service is powered by PayPal; you just have to specify the recipient's email address or cell phone number. To receive money, your recipient must have (or open a new) PayPal account. There is a limit of \$1,000 per day and \$10,000 per month for outgoing Send Money transactions. There is a fee for Send Money transaction. Please refer to the OURCU Fee Schedule for the amount. The fee will be deducted from the same account on which the transfer takes place. If sufficient funds to cover the fee are not available in the account on which the transfer takes place, the transaction will not be completed. Your recipient has 30 days to claim the money. After 30 days, the money is returned to your OURCU account; the fee is not refunded.

### Electronic Delivery Consent Disclosure

Our Community Credit Union's  
CONSENT and AGREEMENT TO RECEIVE DISCLOSURES ELECTRONICALLY

For the purposes of this Consent, the words "you" and "your" means the primary member/accontholder and all joint member/accontholders. The words "we" "our" and "us" mean Credit Union (also referred to as "the Credit Union").

You hereby consent to receive account statements and other account disclosures in electronic format on an ongoing basis when you OPT-IN to eStatements. This may include disclosures required by the Truth-in-Lending Act, the

Electronic Funds Transfers Act, the Truth-in-Savings Act, and/or other consumer disclosure laws (herein, "disclosures"). By this consent you understand and agree that you will receive these disclosures in electronic format only and paper copies will no longer be mailed. Paper copies may be obtained by printing a copy of any statement or disclosure on your printer or by calling us at 1-800-426-5657 or writing to us at OURCU, P.O. Box 1670, Shelton, WA 98584, identifying the paper copies you desire. A fee will be charged for paper copies we provide you, in accordance with our Schedule of Fees.

You agree to provide us with a valid, active e-mail address, and to promptly notify us of any changes in your e-mail address. You agree that we shall not be liable for any third-party incurred fees other costs, issues, claims, or liabilities of any kind, arising from any statement or notification being sent to an invalid or inactive e-mail address that you have provided us.

In the alternative, you must have and maintain the ability to electronically save, and to display on your computer screen, any disclosures that are emailed to or made available on our website. You understand that we do not make any warranties, either express or implied, on any equipment, hardware, software, or internet service provider that we do not provide, including (without limitation) any warranties of merchantability or fitness for a particular purpose.

Electronic Account Statements. You will receive your account statement at least semiannually. After signing up for eStatements your first available statement will coincide with the next end of month cycle. You will be notified via email when your account statement is available. Upon receipt of the e-mail, you may retrieve the account statement by logging into the Digital Banking application and navigating to the statement within the Statement tab.

You understand and agree that clicking "Yes" below and submitting this consent constitutes your legally binding electronic signature and instruction that this transaction shall be considered authorized by you.

## Our Community Credit Union Remote Deposit Capture User Agreement

This Remote Deposit Capture User Agreement ("agreement") contains the terms and conditions for the use of the Our Community Credit Union (OURCU) Remote Deposit Capture service (RDC) that OURCU may provide to you. Other agreements you have entered into with OURCU, including but not limited to the Membership and Account Agreement and Disclosure, Online Banking Agreement and Disclosures governing your OURCU account(s) are incorporated by reference and made a part of this Agreement. In the event of a discrepancy between this agreement and any other agreements, the terms of this agreement shall prevail. This Agreement cancels, supersedes, and replaces any prior remote deposit capture agreements that you may have entered into with OURCU.

- 1) Services. The remote deposit capture service is designed to allow you to make deposits to your checking or savings from home or other remote locations by electronically transmitting a digital image of the front and back of your paper checks to OURCU. There is currently no charge for the service. OURCU reserves the right to charge for the service in the future.
- 2) Member Eligibility. You understand that you must be an OURCU member in good standing to qualify for the service.
- 3) Acceptance of these terms. Your use of the service constitutes your acceptance of this agreement. You agree to comply with the hardware, software and connectivity requirements as referenced in this agreement. OURCU reserves the right to change the terms and charges for the service described in this agreement by notifying you of such change. OURCU may amend, modify, add to, or delete from this agreement. Your continued use of RDC will indicate your acceptance of the revised agreement.

4) Compliance with Laws. You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the service, as well as all laws relating to the banking transactions effected by this service, including those of the national Automated Clearing House. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses, including attorneys' fees, or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us.

5) Limitations of Service. When using the service, you may experience technical or other difficulties.

We cannot assume liability for any technical or other difficulties or any resulting damages that you may incur. The RDC service has 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 service, in whole or in part, or your use of the service, in whole or in part, at any time without prior notice to you.

6) Eligible Items for Deposit. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC.

7) Prohibited Deposits. You understand and agree that you will not use the service to deposit the following items:

- a. Any third-party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
- b. Any item drawn on your personal account at OURCU.
- c. Any item payable to you and another party who is not joint owner on your OURCU account.
- d. Any item that contains evidence of alteration to the information on the check.
- e. Any check previously converted to a "substitute check," as defined in Regulation CC.
- f. Any item issued by a financial institution in a foreign country, or bearing a non-US routing number.
- g. A Savings Bond
- h. A "remotely created check."
- i. Any item that is "stale dated," expired, or "postdated" (stale dated is 6 months or over)
- j. Any item that is "non-negotiable" (whether stamped in print or as a watermark).
- k. Any item that has been re-deposited or returned such as "non-sufficient funds" or returned for any other reason, by any financial institution.
- l. Any item that is incomplete.

Deposits of this nature may result in the immediate termination of the service and an immediate reversal of the transaction credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account. You will have fees associated with returned items and negative balances per the OURCU fee disclosure.

8) Check Requirements. Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. The check must be payable to the account holder or a joint account holder. Prior to photographing or scanning the original check, you will endorse any item transmitted through the service as "For mobile deposit at OURCU only, member's signature". You agree to follow any and all other procedures and instructions for use of the service as OURCU may establish from time to time. The scanned image of the check transmitted to us using the service must provide, accurately and legibly the following information: (1) your endorsement; (2) the information

identifying the check payor and the paying bank that is preprinted on the check, including complete and accurate MICR information and the payor's signature; and (3) 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 of the check must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association. OURCU may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee we can accept the image.

- 9) Receipt of Items. Upon receipt of the digital image, we will review the image for acceptability. You agree that receipt of an image does not occur until after the RDC app notifies you of receipt of the image by a confirmation screen upon the conclusion of your transaction. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will examine the image for accuracy and clarity. We reserve the right, within our sole discretion, to accept or reject any item for remote deposit into your account and, in the event we reject an item for remote deposit, you agree that you must physically deposit the original item. You agree that even if we do not initially reject an item you deposit through the service, we may ask you to provide the original item, should the paying bank deem the electronic image illegible, or invalid for any other reason. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using the service is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.
- 10) Rejection of Deposit. We are not liable for any fees, service, or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. If a deposit is rejected, you will be notified through the email address you used to register for the mobile application service.
- 11) Items Returned Unpaid. A written notice will be sent to you of transactions we are unable to process because of returned items. Any item that you transmit to us for remote deposit that we credit to your account that is not honored, you authorize us to debit the amount of such item from your account, including any applicable fees. OURCU will send you an image of the original check or a substitute check for the returned item. Please refer to the current Rate and Fee Schedule as posted on the OURCU website for related fees.
- 12) Availability of Funds. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open. You understand that following our receipt and processing of the image, funds from the check may be held for two business days after we receive your deposit; however, longer delays may apply. You also understand that credit is provisional until settlement is final.
- 13) Email Address. You agree to notify us immediately if you change your email address by coming into a branch location or calling us at (800) 426-5657.
- 14) Unavailability of Service. You understand and agree that the Service may at times be temporarily unavailable due to OURCU system maintenance or technical difficulties including, but not limited to those of the Internet service provider and Internet software. In the event that the Service are unavailable, you acknowledge that you can deposit an original check at our branches or by



mailing the original check to Our Community Credit Union, PO Box 1670, Shelton, WA 98584. It is your sole responsibility to verify that items deposited using the service have been received and accepted for deposit by us. To verify your deposit was accepted you can sign into the mobile application and verify your deposit was received. The credit will be provisional until the deposit has cleared.

- 15) Retention and Disposal of Transmitted Items. Upon your receipt of a confirmation from OURCU that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “RDC - date” to ensure that it is not re-presented for payment.
- You agree to securely store each original check that you deposit using the service for a period of at least 30 days after transmission to us. After 30 days and no later than 90 days after you transmit the original check, you will safely destroy the original check. It is your responsibility to ensure that once destroyed, the original checks are no longer readable or capable of being reconstructed.
  - You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.
  - You agree never to re-present the check for deposit.
  - You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to OURCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.
- 16) Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the service and to modify such limits. Current deposit limits are stated in the application.
- 17) In Case of Errors. You agree to immediately notify us of any suspected errors regarding checks deposited through RDC by calling (800) 426-5657 or messaging us through the mobile application.
- 18) Periodic Account Statement. Any remote deposits made through RDC will be reflected on your periodic account statement. You agree that you are required to notify us of any error relating to mobile deposits using RDC by no later than 33 days after we mail the periodic account statement that includes the disputed transaction. You are responsible for any errors that you fail to bring to our attention within such time period.
- 19) Ownership & License. You agree that OURCU retains all ownership and proprietary rights in the RDC service, associated content and technology. Your use of the RDC service is subject to and conditioned upon your compliance with this Agreement. 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 business interest of OURCU, or (iii) to actual or potential economic disadvantage in any aspect to OURCU. 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.
- 20) DISCLAIMER OF WARRANTIES. You agree that your use of the RDC service is at your own risk. You also agree that the service and all information and content (including that of third parties) is provided on an “as is” and “as available” basis. You agree that we do not make any warranties of any kind as to the use of the service, equipment, hardware, software or internet provider service, or any part of them, whether expressed 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 service will meet your requirements or will be uninterrupted, timely, secure, or error-free. We also make no warranty that the results that may be obtained from using the services will be accurate or reliable, or that any errors in the service or technology will be corrected. We are not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by your internet provider, any related software or OURCU's use of any of them or arising in any way from the installation, use or maintenance of your personal device hardware, software or other equipment.

21) **LIMITATION OF LIABILITY.** You understand and agree that we will not be liable for any direct, 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 RDC service incurred by you or any third party arising from or attributable to the use of, inability to use, the termination of the use of the service, or your breach of this agreement, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if OURCU has been informed of the possibility thereof.

22) **Accountholder's Warranties.** You make the following warranties and representations with respect to your use of the RDC service every time you transmit an item for deposit.

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration other than proper endorsement, and the payor of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other entity for payment.
- There are no other duplicate images of the original check, other than the digital image of an original check that you remotely deposit through the service.
- Each original check was authorized by the payor in the amount stated on the original check and to the payee stated on the original check.
- You have not knowingly failed to communicate any material information to us.  
You will retain possession of each original check deposited using the service for the required retention period and neither you nor any other party will submit the original check for payment.
- You will not use the service or your accounts for any illegal activity or transactions.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on the OURCU network, data, or computer systems.

23) **Accountholder's Indemnification Obligation.** You agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the service and/or breach of this agreement. You agree that this indemnification shall survive termination of this agreement.

24) **Termination of the Service.** You may, by written request, terminate the service provided for in this Agreement. We may terminate your use of the service at any time. In the event of termination of the service, you will remain liable for all transactions performed on your account.

25) **Relationship to Other Disclosures.** The information in this agreement applies only to the RDC service described herein the Remote Deposit Capture User Agreement. Provisions in other disclosures and disclosure documents, as may be revised from time to time, remain in effect for all other aspects of your account.

- 26) Governing Law. You agree that this agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by the laws of the State of Washington. You also agree to submit to the personal jurisdiction of the courts of the State of Washington.
- 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) Benefit. This agreement is for the benefit of OURCU and the depositor only. No other entity has rights under this agreement.
- 29) Definitions.
- a) Check (as defined in Federal Regulation CC) a negotiable demand draft that is drawn on:
- Or payable through or at an office of a bank or credit union;
  - A Federal Reserve Bank;
  - The Treasury of the United States;
  - A state or local government that is not payable through or at a bank or credit union
  - A United States Postal Service money order;
  - A Traveler's check drawn on or payable through or at a bank or credit union
  - An original check.
- Item means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.
- b) Remotely Created Check (as defined in Regulation CC):  
A check that is not created by the paying bank and does not bear a signature by the person on whose account the check is drawn, but is authorized by the account owner.
- c) Substitute Check (as defined in Regulation CC) is a check reproduction of an original check that:
- Contains an image of the front and back of the original check;
  - Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured.
  - Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140 and
  - Is suitable for automated processing in the same manner as the original check.
- 30) Hardware and Software Requirements. In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by OURCU. The current hardware specifications can be found on the app store for your particular device. At this time, the OURCU Mobile App with RDC is only supported by certain Android and Apple devices. OURCU is not responsible for any third-party software you may need to use the Service. 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.

OURCU reserves the right to change hardware and software requirements and will update the applicable application stores. Your continued use of the Service will indicate your acceptance.

If you do not agree to any of the above terms, you may not use the Remote Deposit Capture Service from Our Community Credit Union.