

Remote Deposit Capture Terms and Conditions

Introduction- How it Works

Using a mobile device with a camera and data service, you can deposit eligible checks into your eligible checking or savings accounts. You'll start by selecting an account, entering your check's information, and then submitting your check. After reviewing and submitting your deposit, you will receive a confirmation number. You'll have access to all of your Scan/Mobile Deposits for up to twelve months. You will not need to mail in your check or take it to a branch. Please do not destroy the check until at least five (5) business days after it has posted to your account. Your deposit can be viewed immediately through Home Banking and Mobile Banking.

Enrollment Requirements

You must have an eligible account for this service.
Your accounts must be in good standing with no restrictions.

What It Costs

FREE for personal account holders.

Important Definitions

- 1) For purposes of this agreement, the words you and yours mean anyone who is identified in ILWU Credit Union's Application for Membership & Services and subsequent modification forms.
- 2) The words we, us, our, ILWUCU, and credit union mean ILWU Credit Union.
- 3) The word account means any one (1) or more share or other accounts you have with the credit union.
- 4) Business Day is every Monday through Friday, Pacific Time, excluding Federal Reserve holidays.
- 5) "Service" refers to ILWU Credit Union's Mobile Remote Deposit Capture Service, which is also referred to as Mobile Deposit.

Use of Service

These services allow you to deposit checks into eligible ILWU Credit Union accounts from a remote location. You can scan the items with a compatible mobile device which then delivers the images and associated deposit information to ILWU Credit Union electronically. You may use this service only for personal use in accordance with this agreement. In order to use this service, you must obtain and maintain, at your expense, compatible hardware. We are not responsible for the functionality or maintenance of any third party hardware or software you may need to use the service.

Agreement Acceptance

This agreement applies to Primary accounts only. The acceptance of this agreement and use of this agreement and use of the service means you agree to all terms and conditions in the agreement, in addition to the *Account Agreements & Disclosures* provided to you at account opening and/or when approved for other services. Please read this agreement carefully and keep a copy for your record.

Eligibility and Qualification Requirements

To qualify for this service, you must meet eligibility criteria, including having all accounts in good standing.

Eligible Accounts

The following consumer checking and savings accounts are eligible for this Service:

- a. Primary Share Accounts
- b. Checking Accounts

Limitations of Service

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can deposit your check at a branch office location, through a participating Co-Op Shared branch, or by mail.

Charges or Fees

ILWU Credit Union does not charge a usage fee for this service. We reserve the right to start charging for this service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we can charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on ILWU Credit Union's current fee schedule for a returned deposit. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment.

You agree that the credit union may debit any account maintained by you in order to obtain payment of your obligations under this agreement.

You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at ILWU Credit Union, including but not limited to account servicing and collection purposes.

Eligible Items

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC, Availability of Funds, and Collection of Checks.

Ineligible Items

You agree that you will not use this service to scan and deposit any ineligible items including but not limited to the following:

- a. Checks or items payable to any person or entity other than you.
- b. Post-dated checks
- c. Stale-dated checks (checks dated more than six months prior to date of deposit).
- d. Checks or items containing an obvious alteration to any of the fields on the front of the check or item which you know or suspect, or should know or suspect to be fraudulent.
- e. Checks or items not payable in United States currency
- f. Items drawn on financial institutions located outside the United States
- g. Items previously converted to a substitute check
- h. Consumer loans, credit card, and mortgage payments
- i. IRA and Share Certificate deposits
- j. Money orders and travelers checks
- k. Starter or counter checks
- l. American Express Gift Cheques
- m. Savings bonds
- n. Checks that require authorization
- o. State-issued registered warrants
- p. Checks from a closed account

Image Quality

The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by American National Standards Institute, clearing house, association or any other regulatory agency. Items transmitted by you that do not meet the image quality standards will be rejected. You guarantee that 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, and the drawer of the check has no defense against payment of the check.

Endorsement Requirements

You agree to endorse all items with your signature. The credit union reserves the right to reject all items that are not endorsed as specified.

Deposit Limits

When using the Service to deposit funds such deposits are limited per business day and for a rolling 30-day period. Deposit limits may vary depending on factors such as the length of time your account has been open, membership is in good standing, and your transaction history. Generally, when using the Service to deposit funds such deposits are limited to \$1,000 per business day and/or \$10,000 per rolling 30-day period.

Receipt of Items

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely.

Provisional Credit and Availability of Funds

Provisional credit may vary depending on factors such as the length of time your account has been open and your transaction history. Our general policy is to make funds from your deposits available to you on the same business day that we receive your deposit. In some cases, we will not make all of the funds that you deposit available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit.

- Up to \$200 of the check(s) will be available that day;
- Remaining funds of deposits (up to the deposit limits approved) will be available two business days from the day of approval.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

Credit given for the item is provisional and subject to final approval. Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds because we believe the check is uncollectable and we will tell you when funds will be available. You agree to receive all notification regarding your use of this service via electronic message. With respect to each item you send to ILWU Credit Union for deposit, you agree to indemnify and reimburse ILWU Credit Union for and hold ILWU Credit Union harmless from and against any and all losses, costs, and expenses.

Method of Presentment

The manner in which items are cleared, presented for payment, and collected shall be in ILWU Credit Union's sole discretion.

Retention and Disposal of Items

You agree to retain each item no fewer than 60 days after your funds have been posted to your account. Upon receipt of these funds, you agree to dispose of the item(s) in a way that prevents representing for payment. You agree to store each retained item in a secured manner until such proper disposal is performed. You will promptly provide any retained item to ILWU Credit Union as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

Errors or Discrepancies

Notify ILWU Credit Union at 866-445-9828 as soon as possible, if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any losses.

Security Requirements

To prevent unauthorized usage of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. By securing these devices, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use.

Disclaimer of Warranties

ILWU Credit Union's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this agreement, are exclusive. The software is provided by ILWU Credit Union and its licensors "as is" and on an "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. We make no warranty (i) the services will meet your requirements, (ii) the services 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.

Limitation of Liability

ILWU Credit Union's liability for errors or omissions with respect to the data transmitted or printed by the credit union will be limited to correcting the errors or omissions.

User Warranties and Indemnification

You warrant to ILWU Credit Union:

- 1) You will only transmit eligible items that are properly endorsed.
- 2) Images will meet the image quality standards.
- 3) You will not transmit duplicate items.
- 4) You will not deposit or re-present the original item once it has been scanned and sent through this service, unless specifically requested to do so by ILWU Credit Union.
- 5) All information you provide to ILWU Credit Union is accurate and true.
- 6) ILWU Credit Union will not sustain a loss because you have deposited an image.
- 7) You will comply with this agreement and all applicable rules, laws, and regulations.
- 8) Items you transmit do not contain viruses.

You agree to indemnify and hold harmless ILWU Credit Union from any loss for breach of the warranty provision.

Change in Terms

ILWU Credit Union reserves the right to change the terms and conditions of this service or terminate this agreement without notice at any time.

Governing Law

This agreement supplements the terms of your *Account Agreements and Disclosures*. Together they constitute the entire agreement between you and ILWU Credit Union with respect to the services. You may not assign this agreement. This agreement is governed by the laws of the State of California and of the United States. A determination that any provision of this agreement is unenforceable or invalid shall not render any other provision of this agreement unenforceable or invalid. Unauthorized use of this service is strictly prohibited.