

MOBILE REMOTE CAPTURE AND DEPOSIT SERVICES DISCLOSURE & AGREEMENT



Your use of Central Coast Federal Credit Union's (CCFCU) Mobile Remote Capture and Deposit Service is governed by the terms of CCFCU's ELECTRONIC FUND TRANSFER DISCLOSURES AND AGREEMENT (EFT Agreement), as well as the ONLINE AND MOBILE BANKING APPLICATION AND AGREEMENT (Online Banking Agreement). By using CCFCU's Mobile Remote Capture and Deposit Services, you agree to the terms and conditions of the EFT Banking Agreement, the Online Banking Agreement and this Mobile Remote Capture and Deposit Services Disclosure and Agreement (Disclosure and Agreement). Internet access is required to use Mobile Remote Capture and Deposit Services. If you use Mobile Remote Capture and Deposit Services to transfer funds between Accounts, such transfers can only be made to Central Coast Federal Credit Union accounts.

In this Disclosure and Agreement, the words "you", "your" and "yours" mean the member that applied for and/or uses any of the Mobile Remote Capture and Deposit Services (the Services) described in this Disclosure and Agreement, as well as anyone you authorize to use the Services on your behalf. The words "we", "our" and "CCFCU" means Central Coast Federal Credit Union. "Account, Accounts" means the deposit, loan, credit card and/or investment account(s) identified in your Enrollment Form(s) through which you will be conducting mobile transactions.

- 1. Description of the Services.** The Services are designed to allow you to deposit an Eligible Check in your CCFCU Account(s) from a mobile device by creating an image of the front and back of the Eligible Check (Check Image) and delivering the Check Image together with associated deposit information electronically to CCFCU for review and processing.
- 2. Member Eligibility.** You understand that you must be a CCFCU member in good standing to be eligible to use the Services.
- 3. Items Eligible for Deposit.**
 - a. Consumer Purposes Only.** You agree that you will only use the Services to deposit checks for consumer purposes, specifically, for personal, family, or household purposes. You agree that you will not under any circumstances deposit a check for CCFCU business purposes.
 - b. Unacceptable Deposits.** You understand and agree that you are not permitted to deposit the following Items using the Services. An Item includes a check, a substitute check, purported substitute check, draft, demand draft, or preauthorized draft.
 - i. Any Item drawn on your Account or your affiliate's Account.
 - ii. Any Item that is stamped with a "non-negotiable" watermark.
 - iii. Any Item that contains evidence of alteration of the Item, including those you know or suspect are fraudulent or otherwise not authorized by the Account Holder.
 - iv. Any Item issued by a financial institution in a foreign country.
 - v. Any Item that is incomplete.
 - vi. Any Item that is "stale dated" or "post dated".
 - vii. Savings Bonds.
 - viii. Tax Refund Checks.
 - ix. Traveler's Checks.
 - x. Cash.
 - xi. Any third-party check, i.e., an Item(s) made payable to someone other than you or other authorized signers on the Account.
 - xii. Items payable jointly, unless deposited in an Account in the name of all payees.

- xiii. Any Item with a restrictive endorsement.
- xiv. Any Item not payable in United States currency.
- xv. Any Item prohibited by CCFCU's current procedures relating to the Services or which are otherwise not acceptable under the terms and conditions governing the Account.
- xvi. Items payable on sight or through Drafts
- xvii. Any check previously converted to an "image replacement check" or a "substitute check"
- xviii. Any Item defined as a "remotely created check".
- xix. Items with any endorsement on the back other than as specified in this Disclosure and Agreement.
- xx. Items that have previously been submitted or deposited through the Services or through a remote deposit capture service offered at any other financial institution.
- xxi. Items previously submitted for deposit and returned.

- 4. Check Requirements.** Any image of an Item that you transmit must accurately and legibly provide all the information on the front and back of the check at the time presented to CCFCU by the drawer, including: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) 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. Whether the image is legible will be determined solely by CCFCU in its absolute discretion. You acknowledge that any check images that do not meet CCFCU's standards for deposit through the Services must be physically deposited at a CCFCU branch.
- 5. Deposit Process.** Prior to capturing an image of the original Item, you will endorse the back of the original check. Your endorsement will include the account number to which you are making the deposit and the words "Mobile Deposit". You will forward only one (1) image at a time for deposit.
- 6. Receipt of Deposit.** Upon receipt of the digital image, CCFCU will review the image for acceptability. You understand and agree that receipt of an image does not occur until after a mobile screen notification. You understand that, in the event you receive a notification from CCFCU confirming receipt of an image, such notification does not mean that the image contains no errors or that CCFCU is responsible for any information you transmit to CCFCU. CCFCU is not responsible for any image that CCFCU does not receive. Following receipt of the image, CCFCU will process the image by preparing a "substitute check." Notwithstanding anything to the contrary, CCFCU reserves the right, within its sole and absolute discretion, to accept or reject an item for remote deposit. You understand and agree that you must physically deposit the original item in the event CCFCU rejects any item for deposit through the Services. You understand and agree that even if CCFCU does not initially reject an item you deposit through the Services, CCFCU may return the substitute check it created because, among other reasons, the paying bank deems the electronic image illegible. CCFCU's failure to reject such an item shall not limit your liability to CCFCU. CCFCU understands that any amount credited to your Account for items deposited using the Services is a provisional credit and you agree to indemnify CCFCU against any loss you suffer because of your acceptance of the remotely deposited check, including losses resulting from any errors in the amount of the deposit.
- 7. Rejection of Deposit.** CCFCU is not liable for any Service charges or late charges levied against you due to CCFCU's rejection of any Item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account resulting from an Item being returned. CCFCU will email notification of items that are rejected by the next business day following rejection.
- 8. Items Returned Unpaid.** A written notice will be sent to you of transactions CCFCU is unable to process because of returned items. With respect to any item that you transmit to CCFCU for remote deposit that CCFCU credits to your Account, in the event such item is dishonored, you authorize CCFCU to debit the amount of such item from the Account.
- 9. Funds Availability.** For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, state and federal holidays. If I make a deposit using the Services by 2 p.m. Pacific Time on a business

day that CCFCU is open, CCFCU will consider that day to be the day of my deposit. However, if I make a deposit after 2 p.m. Pacific Time or on a day CCFCU is not open, CCFCU will consider that the deposit was made on the next business day CCFCU is open. You understand and agree that, for purposes of deposits made using the Services, the place of deposit is Seaside, CA. You understand that following CCFCU's receipt and processing of the image, funds from the check will be made available for withdrawal and/or use in accordance with the terms and conditions of CCFCU Funds Availability Policy previously provided to me. To review the Funds Availability Policy, please see the Membership Agreement & Disclosure. You understand that CCFCU may, in its sole discretion, make such funds available sooner based on such factors as your creditworthiness, the length and extent of your relationship with CCFCU, transaction and experience information, and such other factors as CCFCU, in its sole discretion, deems relevant. You also understand that credit is provisional until settlement is final.

- 10. Periodic Statement.** Any remote deposits made through the Services will be reflected on your monthly account statement. You understand and agree that you are required to notify CCFCU of any error relating to images transmitted using the Services by no later than 60 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to CCFCU's attention within such time period.
- 11. Compliance with Law.** You agree to use the products and Services for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as clearinghouse rules, regulations, operating circulars, and other agreements to which CCFCU is a party that govern the Services you provide (collectively "Laws"). You warrant that you will only transmit acceptable items for deposit and have handled and will handle the original items in accordance with applicable Laws. You promise to indemnify and hold CCFCU harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of or in any way relating to your violation of Laws or this Agreement. This indemnity will survive termination of your Account and this Disclosure and Agreement.
- 12. Account Holder's Warranties.** You make the following warranties and representations with respect to each image of an original check you transmit to CCFCU utilizing the Services:
 - a. Each image of a check transmitted to CCFCU 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.
 - b. You will review all Items you send for deposit to detect altered or counterfeit Items and shall not deposit suspicious Items using the Services. You will report all suspicious checks to CCFCU for inspection. CCFCU may put a hold on any nonconforming Item.
 - c. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
 - d. You will not deposit or otherwise endorse the original item (the original check) to a third party and no person or entity will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person or entity will be asked to make payment based on an item it has already paid.
 - e. Other than the digital image of an original check that you remotely deposit through CCFCU Services, there are no other duplicate images of the original check.
 - f. You will not transmit duplicate checks for deposit.
 - g. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
 - h. You have not knowingly failed to communicate any material information to CCFCU.
 - i. You have and will retain possession of each original check deposited using the Services and no party will submit the original check for payment.
 - j. Files and images transmitted to CCFCU will contain no viruses or any other disabling features that may have an adverse impact on CCFCU's network, data, or related systems.

- k. Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- l. Your Account into which you deposit checks using the Services, and the funds from such checks, are only used for consumer purposes and not for business purposes.
- m. You will not use the Services and/or your CCFCU Account(s) for any illegal activity or transactions.

13. Storage of Original Checks. You agree to securely store each original check. If you are using the Service to deposit Items into an Account to which you are a party, you understand this means the original check(s) must be accessible for a period of fifteen (15) days after the transmission to CCFCU. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks. During the fifteen (15) day retention period, you will promptly provide any retained check, or a sufficient copy of the front and back of the check, to CCFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for CCFCU 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.

14. Unavailability of Services. You understand and agree that the Services may at times be temporarily unavailable due to CCFCU system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at CCFCU branches or through CCFCU ATMs or by mailing the original check to Central Coast Federal Credit Union, 4242 Gigling Rd, Seaside, CA 93955. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by CCFCU.

15. Hardware and Software Requirements. You agree to comply with the hardware and software requirements set forth by CCFCU, as amended from time to time, including:

- a. Android users must upgrade to the latest Android OS before using Mobil Deposit;
- b. iPhone users must use a device with a camera and OS above 2.4 (this includes all iPods with cameras and OS above 2.4, iPad 3, and iPad 4);
- c. All other iOS devices, and Android devices running an outdated operating system will not support mobile deposit.

You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Services or technology relating to the Services; (ii) copy or reproduce all or any part of the Services or technology relating to the Services; or (iii) interfere, or attempt to interfere, with the Services or technology relating to the Services.

16. Internal Controls and Audit. Mobile Remote Capture and Deposit limits may change at any time without any prior notification. CCFCU reserves the right to revoke the Services, reject or adjust any deposits upon submission of the scanned items.

17. Limitations on Frequency and Dollar Amount. You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set by CCFCU.

18. Securing Images on Mobile Devices. When using Mobile Remote Capture and Deposit, you understand that check images captured using your mobile device are stored on the device and that this poses a risk to you if you do not promptly complete the deposit and delete the image from your device. You agree to ensure that your mobile device remains securely in your possession and acknowledge you alone bear the responsibility for any loss resulting from the image of the check being stored on your device.

19. Errors in Transmission. By using the Services, you accept the risk that the image of any Item you are depositing may be intercepted or misdirected during transmission. CCFCU bears no liability to you or others for any such intercepted or misdirected Items or information disclosed through such errors.

20. Account Holder's Indemnification Obligation. You indemnify CCFCU and hold CCFCU harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and

expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

- 21 Cooperation with Investigations.** You agree to cooperate with CCFCU in the investigation of any unusual transactions, poor quality transmissions, and resolution of any claims. You will provide on request, at no cost to CCFCU, any originals or copies of Items deposited through the Services in your possession and all records relating thereto.
- 22. In Case of Errors.** In the event that you believe there has been an error with respect to any original check or image thereof transmitted to CCFCU for deposit or a breach of this Agreement, you will immediately contact CCFCU regarding such error or breach as set forth below. See section 35, "CCFCU Contact Information" for the CCFCU telephone number and address.
- 23. Limitation of Liability.** YOU UNDERSTAND AND AGREE THAT CCFCU 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 SERVICES 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 SERVICES, OR CCFCU'S BREACH OF THIS DISCLOSURE AND AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CCFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
- 24. Charges for Use of the Services.** All charges associated with the Services are disclosed in CCFCU's Schedule of Fees, which accompanies this Agreement and the Electronic Fund Transfer Disclosures and Agreement. The fees may be changed from time to time. Please check the current Schedule of Fees each time you use the Services. You agree to pay the fees applicable to the transaction at the time of the transaction, even if those fees have changed from the time of the last prior transaction.
- 25. Warranties.** YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. YOU UNDERSTAND THAT CCFCU DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CCFCU IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR CCFCU'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER OR REMOTE DEVICE, HARDWARE, SOFTWARE, OR ANY OTHER EQUIPMENT. CCFCU MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 26. Change in Terms.** CCFCU may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the Services after receipt of notification of any change by CCFCU constitutes my acceptance of the change.
- 27. Termination of the Services.** You may, by written request, terminate the Services provided for in this Disclosure and Agreement. Termination will not be effective until CCFCU accepts and agrees to my written request for termination. CCFCU may terminate your use of the Services at any time without notice. In the event of termination of the Services, you will remain liable for all transactions performed on your Account.
- 28. Relationship to Other Disclosures.** The information in this Disclosure and Agreement applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of your Account.
- 29. Confidentiality.** You acknowledge and agree that confidential data relating to the Services, CCFCU marketing, strategies, business operations and business systems (collectively "Confidential Information") may come into your possession in connection with this Disclosure and Agreement. You understand and agree that you are

prohibited from disclosing such Confidential Information and agree to maintain the confidentiality of your Confidential Information.

- 30. 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.
- 31. Relationship.** This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between you and CCFCU. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.
- 32. Governing Law.** You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with California law, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.
- 33. Severability.** A determination that any provision of this Disclosure and Agreement is unenforceable or invalid shall not render any other provision of this Disclosure and Agreement unenforceable or invalid.
- 34. Business Days and Hours.** CCFCU's business days and hours are Monday through Thursday, 9:00 a.m. - 5:00 p.m., Friday, 9:00 a.m. - 6:00 p.m. and Saturday 9:30 a.m. - 2:00 p.m., excluding Federal holidays.
- 35. CCFCU Contact Information:** Mailing Address: Central Coast Federal Credit Union 4242 Gigling Road Seaside, CA 93955.
Email Address: info@centcoastfcu.com

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