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## Remote Deposit Capture Agreement

This Agreement contains the terms and conditions for the use of Cochise Credit Union's mobile remote deposit capture services that Cochise Credit Union or its partners may provide to you ("you," or "User"). Other agreements you have entered into with Cochise Credit Union, including the Important Account Information for Our Members, including Terms and Conditions, Electronic Funds Transfers, Funds Availability and Truth-In Savings agreements and disclosures governing your Cochise Credit Union account, are incorporated by reference and made a part of this Agreement.

**1. Service.** The remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from remote locations by photographing checks and delivering the images and associated deposit information to Cochise Credit Union or Cochise Credit Union's designated processor. To use the Services, you must download and install a third-party software application (the "Software") on your Mobile Device.

You are solely responsible for selecting your Mobile Device and making sure that you know how to properly use your Mobile Device and the Mobile Banking Services. The Credit Union may change or upgrade the Mobile Banking Service from time to time that could require a change or upgrade in your Mobile Device or the Software. You are solely responsible for any required upgrade to your Mobile Device or the Software and any losses caused by your failure to properly use and maintain your Mobile Device.

Before sending the electronic image to the Credit Union, you agree to review the image for clarity and accuracy. You understand and acknowledge that images that are not clear cannot be processed by the Credit Union or may be processed inaccurately. Even if you are notified that an image has been received, that notification does not mean that the image has been accepted or that it contains no errors. The Credit Union reserves the right to reject any image. You are solely responsible for the image and information you transmit. You understand and agree that any amount credited to your account based on the images sent by you for deposit is a provisional credit and you are responsible for any loss, late fees or other service charges resulting from rejection of the image by the Credit Union.

The Credit Union may impose limits on the number or amount of deposits that you can transmit using this Service or other policies and procedures regarding access to and use of this Service. The Credit Union reserves the right to change those limits or any policies or procedures at any time.

**2. Member Eligibility.** After you sign up for Mobile Banking, you may apply for Remote Deposit. You understand that you must be a Credit Union member for at least 90 days and be a member in good standing to be eligible to enroll in Remote Deposit. If I meet all the criteria Cochise Credit Union may still deny/remove the privilege of Remote Deposit if they believe that I am not managing my account in a responsible manner.

If any of the following applies to you, you will be *ineligible* to enroll in or use Remote Deposit:

- you currently have a new account

- history of excessive or repeated return items
- your loan or credit card account with us is delinquent more than 30 days
- your account is currently in a “No Mail” status
- you do not have a valid email address on file with us
- you are not enrolled in Online Banking
- your account is dormant.

**3. Eligible items.** Any image of a check to be transmitted must accurately and legibly include all information on the front and on the back of the check. Prior to capturing the image of the check, you agree to endorse the back of the original check. The endorsement must include your signature as your name appears on the check and the following information: “For Cochise Credit Union Remote Deposit Only” followed by the account number to which the check is being deposited. Endorsements that do not contain this information as stated may be rejected. Specifically, the image must include identification of the drawer and the paying bank that is preprinted on the check including complete and accurate bank account numbers at the bottom of the check.

**4. Unacceptable Deposits.** You agree that you will not use the Services to photograph and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you.
- 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.
- 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.
- Checks payable to a business attempting to deposit to a personal account, even if you are the business owner.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Cochise Credit Union’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your Cochise Credit Union account.
- To ensure that endorsements can be easily read and imaged, the standard requires that all endorsements preferably be applied to original checks in black or blue pen ink.
- Money Orders may not be accepted and may not be approved for deposit.
- Any checks that are printed in light ink and do not reproduce a clear image will not be approved.
- Checks made payable to more than one party (including tax refund checks and other government checks), unless deposited into an account in the name of all payees.
- Checks that are posted-dated after the date of deposit.

- Checks that have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution.
- Checks stamped “non-negotiable” (whether stamped in print or as a watermark).
- Checks that have been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.

**Deposits of this nature may result in the immediate termination of Mobile Deposit.**

- 5. Business Days and Funds Availability.** Our business days are Monday through Friday, excluding Federal holidays. Imaged items transmitted before 3:00 p.m. Arizona Time on a business day shall be considered received by the Credit Union on that day. Imaged items transmitted on a non-business day or after 3:00 p.m. on a business day shall be considered received by the Credit Union on the following business day. The transmitted image is considered received by us only when we expressly acknowledged such receipt. We generally apply the Credit Union’s Funds Availability Policy to check images received through the RDC Service in the same manner as if we had received the original paper check. However, in addition to any exceptions noted in the Funds Availability Policy, we may delay availability of funds from any deposit you make through the RDC Service at any time in our sole discretion, dependent on our ability to collect based upon any check image that you present. You also understand that credit is provisional until settlement is final.
- 6. Receipt of Items.** We reserve the right to reject any item transmitted through the Services, 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 Cochise Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete, nor does it mean that the item was accepted for deposit.
- 7. Disposal of Transmitted Items.** Upon your receipt of a confirmation from Cochise Credit Union that we have received, and accepted for deposit, the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You agree to retain checks, or a sufficient copy of the front and back of the items, for a period of at least 60 days and agree to promptly provide these to Cochise Credit Union if requested in order to aid in the clearing and collection process, resolve claims by third parties with respect to any item, or for Cochise Credit Union’s audit purposes.
- 8. 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. Check deposits are limited to an aggregate total of \$2,000 per day. Cochise Credit Union may change the deposit limits based in its sole discretion.
- 9. Errors.** You agree to notify Cochise Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Cochise Credit Union account statement is sent to you. Unless you notify Cochise Credit Union within 60 days, such

statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Cochise Credit Union for such alleged error.

**10. Returned Deposits.** Any credit to your account for checks deposited using Remote Deposit is provisional. If original checks deposited through Remote Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, plus a returned check fee as stated in our Fee Schedule. We will notify you via email of transactions we are unable to process because of returned items. Should the email be returned as undeliverable, the Credit Union will have completed its obligation to alert you of a rejected item and is under no obligation to attempt any redelivery of the email. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**11. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Cochise Credit Union's sole discretion subject to the Terms and Conditions and Disclosures governing your account.

**12. Termination.** Either party may terminate this Agreement and the Remote Deposit service without prior notice. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using Remote Deposit, and (ii) you shall promptly remit all unpaid monies due under this Agreement. You may terminate the Remote Deposit service by contacting the Credit Union during business hours at 800-428-2822 or writing us at Cochise Credit Union, 580 N Haskell Ave., Willcox, AZ 85643. Upon your request, we will terminate your service within 5 business days of receipt of your notification. We reserve the right to terminate this Agreement or limit your use of Remote Deposit at any time and for any reason at our discretion, with or without cause and without prior notice.

Examples of when we may terminate this Agreement and the use of Remote Deposit without prior notice include, but are not limited to:

- If you breach this or any other agreement, we may have with you
- If we have reason to believe that there has been or may be an unauthorized use of your User ID, password and authentication method or account(s)
- If there are conflicting claims as to the funds in any of your account(s)

- If you request us to do so
- If you do not access Remote Deposit for a period of 30 consecutive days or longer
- If you have insufficient funds in any one of your Credit Union accounts
- In order to protect the Remote Deposit service or the Credit Union from harm or compromise of integrity, security, reputation or operation

Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to Remote Deposit and does not terminate your other relationships with us.

Any termination will not affect obligations arising prior to termination, such as the obligation to process any checks and electronic items (including returned electronic items) that were in the process of being transmitted or collected prior to the termination date.

In addition, you will keep your account(s) at the Credit Union open until final payment with respect to all processing fees, and will maintain funds in your account(s) in amounts and for a period of time determined by the Credit Union in its reasonable discretion to cover any outstanding checks and your obligations for returns of checks, warranty claim fees and other obligations. If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other account, and you will pay immediately upon demand any amount remaining unpaid.

**13. Remote Deposit Unavailability.** Remote Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. It is your sole responsibility to verify that items deposited using Remote Deposit have been received and accepted for deposit by us.

**14. Ownership & License.** You agree that Cochise Credit Union 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 Cochise Credit Union's business interest, or (iii) to Cochise Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for personal use 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.

**15. 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.

**16. 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 COCHISE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**17. User warranties and indemnification.** You warrant to Cochise Credit Union that:

- You will only transmit eligible items.
- 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.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not transmit duplicate items.
- You will not redeposit or present the original item.
- You will retain possession of each original check deposited using Remote Deposit for the required 60-day period and neither you nor any other party will submit the original check for payment.
- All information you provide to Cochise Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless Cochise Credit Union from any loss for breach of this warranty provision.
- You will not use Remote Deposit and/or your accounts for any illegal activity or transactions.

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Account Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Approved

Denied

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date