

WESTERN DIVISION FEDERAL CREDIT UNION

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REMOTE DEPOSIT DISCLOSURE

This Remote Deposit Disclosure contains the terms and conditions as well as your and our rights and responsibilities concerning the Remote Deposit service offered to you by Western Division Federal Credit Union (Western Division). In this Disclosure, the words “you” and “yours” mean those who sign the Membership Application as applicants, or joint owners. The words “we”, “us” and “our” mean the Credit Union. The word “account” means any one or more savings and checking accounts you have with the Credit Union unless specified. Remote Deposit is a presentation of a check image for deposit into a savings or checking account at Western Division. By use of this service, each of you, jointly and severally, agree to the terms and conditions in this Remote Deposit Disclosure and any amendments for services offered.

SERVICES

The Remote Deposit (“Services”) are designed to allow you to make deposits to your savings or checking account from remote locations by photographing checks and delivering the images and associated deposit information to Western Division’s designated processor. There are currently no charges for the Services.

ACCEPTANCE OF THESE TERMS

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Western Division reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

LIMITATIONS OF SERVICE

When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

ELIGIBLE ITEMS

You agree to photograph and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to Western Division shall be deemed an “item” and 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 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 Western Division’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your Western Division 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, Savings Bonds, Rebate or Returned Checks are not eligible for Remote Deposit.
- Any checks that are printed in light ink and do not reproduce a clear image will not be approved

IMAGE QUALITY

The image of an item transmitted to Western Division using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. Western Division may decline a deposit if the images are deemed illegible in its sole discretion.

ENDORSEMENTS AND PROCEDURES

You agree to endorse any item transmitted through the Services with your signature. Transmitted items through the Services are required to be endorsed with "Western Division Remote Deposit." You agree to follow any and all other procedures and instructions for the use of the Services as Western Division may establish from time to time. Western Division reserves the right to reject any item transmitted through the Services for endorsements not following this agreement.

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 Western Division and/or a deposit reflected in your account. Receipt of such confirmation does not mean that the transmission was error free or complete, nor does it mean that the item was an acceptable deposit.

AVAILABILITY OF FUNDS

You agree that items transmitted using the Services are subject to the funds availability requirements of Federal Reserve Board Regulation CC and as such, same-day availability for certain items transmitted through the Service will only be available at the discretion of Western Division. For all items transmitted before 3 P.M. ET on any given business day, Western Division's policy is to make the funds from these items available to you as per Regulation CC guidelines the day we process your deposit. Items transmitted through the Services can have their funds held for additional time in accordance and at the discretion of Western Division's Funds Availability Policy.

DISPOSAL OF TRANSMITTED ITEMS

Retain paper check for 60 calendar days. Upon your receipt of a confirmation from Western Division 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 will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Western Division as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Western Division's audit purposes.

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. The user of the Services will be limited to \$5,000 per day and \$15,000 per 30 days. Western Division may change the deposit limits based in its sole discretion.

HARDWARE AND SOFTWARE

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Western Division from time to time. Western Division is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

ERRORS

You agree to notify Western Division of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days. Unless you notify Western Division 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 Western Division for such alleged error.

PRESENTMENT

The manner in which the items are cleared, presented for payment, and collected shall be in Western Division's sole discretion subject to the Terms and Conditions and Disclosures governing your account.

OWNERSHIP & LICENSE

You agree that Western Division 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 Western Division's business interest, or (iii) to Western Division'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.

USER WARRANTIES & INDEMNIFICATION

You warrant to Western Division that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to Western Division is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless Western Division from any loss for breach of this warranty provision.

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.

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 WESTERN DIVISION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.