

LATAH CREDIT UNION
REMOTE DEPOSIT CAPTURE DISCLOSURE & AGREEMENT
Effective March 2020

The Remote Deposit Capture Disclosure & Agreement (Agreement) governs the use of the Latah Credit Union Remote Deposit Capture (RDC). The words *you* and *your* refer to the member that applied for and/or uses RDC. The words *we*, *us* and *our* refer to Latah Credit Union (the Credit Union). This Agreement is hereby incorporated into and made part of the Latah Credit Union Membership Agreement. In the event of a discrepancy between this Agreement and the Membership Agreement, this Agreement will control.

Use of RDC

Following your acceptance of this agreement, you are authorizing the Credit Union to remotely deposit paper checks through RDC. You can remotely deposit checks you receive to your account with the Credit Union by electronically transmitting a digital image of the paper checks to the Credit Union for deposit. Your use of RDC constitutes your acceptance of the terms and conditions of this Agreement. You agree to comply with the hardware and software requirements set forth by the Credit Union and applications iOS and Android. Upon receipt of the digital image, the Credit Union will review the image for acceptability. You understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via email notification. 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. You understand that you are responsible for any information you transmit to us. The Credit Union is not responsible for any image that the Credit Union does not receive. Following receipt of the image, the Credit Union may process the item by clearing as an image. Notwithstanding anything to the contrary, the Credit Union reserves the right, within the Credit Union's sole and absolute discretion, to accept or reject any item for remote deposit into your account. You understand that any amount credited to your account for items deposited using RDC is a provisional credit and you agree to indemnify the Credit Union against any loss you suffer because of our acceptance of the remotely deposited check.

Check Requirements

Any image of a check that you transmit to the Credit Union must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to capturing the original check, you will endorse the back of the original check. Your endorsement will be restricted and read:

For Mobile Deposit Only
Account # (____)
Latah Credit Union
(Member Signature)

The image of the check transmitted to us must accurately and legibly provide the following information:

- The information identifying the drawer and the paying bank that is preprinted on the check;
- Complete and accurate MICR information and signature(s);
- The proper endorsement on the back of the check; and
- Images that meet the image quality standards.

Rejection of Deposit

The Credit Union is not liable for any service or late charges levied against you due to your rejection of any time. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.

Items Returned Unpaid

A written notice will be sent to you of transactions the Credit Union is unable to process because of returned items. With respect to any item that you transmit to the Credit Union for remote deposit that the Credit Union credits to your account, in the event such item is dishonored, you authorize the Credit Union to debit the amount of such item from your account.

Email Address

You agree to notify the Credit Union immediately if you change your email address, as this is the email address where the Credit Union will send your notification of receipt of remote deposit items or communicate to you regarding any remote deposit items, if necessary.

Unavailability of Services

You understand and agree that RDC may at times be temporarily unavailable due to Credit Union maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that RDC is unavailable, you acknowledge that you can deposit an original check at the Credit Union branches or through shared branching or by mailing the original check to us at Latah Credit Union, PO Box 9286, Moscow, ID 83843. It is your sole responsibility to verify that items deposited using RDC have been received and accepted for deposit by the Credit Union. However, the Credit Union will email notification of items that are rejected by the next business day following rejection.

Limits

The Credit Union reserves the right to impose limits on the amount(s) and/or number of deposits that I transmit using RDC and to modify such limits from time to time. If I attempt to initiate a deposit in excess of these limits, the Credit Union may reject my deposit. Unless otherwise determined by the Credit Union, each deposited item may not exceed \$2500.00 and the aggregate of deposits may not exceed \$5000.00 per business day. There is a daily limit of ten (10) deposited items per business day. If I would like to increase these limits, I will complete an RDC Limit Increase Approval form provided by the Credit Union.

Funds Availability

The Credit Union's business days are Monday through Friday, excluding Federal holidays. Items must be deposited by noon on a regular business day for the full deposit to be considered by 5:00 PM Pacific Standard Time (PST); otherwise the entire item may not be approved until 5:00 PM (PST) on the following business day. An image is considered received after 5:00 PM (PST) on the following business day (when the full amount has been credited to your account); however, this does not mean the transmission was without error and may not be withdrawn. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$225 of your deposits, however, may be available at the time of deposit.

Accountholder's Warranties

You make sure the following warranties and representations with respect to each image of an original check you transmit to the Credit Union utilizing RDC:

- Each image of a check transmitted to the Credit Union 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, the payee, signature(s), and endorsement on the original check are legible, genuine, and accurate;
- I will not deposit or otherwise endorse to a third party the original item (the original check) and no person 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 will be asked to make payment based on an item it has already paid;
- Other than the digital image of an original check that I remotely deposit through RDC, there are no other duplicate images of the original check;
- I have instituted procedures to ensure that 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;
- I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item;
- I have not knowingly failed to communicate any material information to the Credit Union;
- I have possession of each original check deposited using RDC and no party will submit the original check for payment;
- Files and images transmitted to the Credit Union will contain no viruses or any other disabling features that may have an adverse impact on the Credit Union network, data, or related systems; and
- I agree to my personal responsibility to ensure the security of the mobile device I own and use to access RDC, which includes the security of any wireless or internet service or network I may be utilizing.

Unacceptable Deposits

You understand and agree that you are not permitted to deposit the following items using RDC:

- Any item drawn on your account or your affiliate's account;
- Any item that is stamped with a non-negotiable watermark;
- Any item that contains evidence of alteration to the information on the check;
- Any item issued by a financial institution in a foreign country;
- Any item that is incomplete;
- Any time that is "stale dated" or "postdated";
- Savings Bonds;
- Any third party check, item(s) made payable to someone other than myself or other authorized signers on the account; and
- Any item with a restrictive endorsement.

Storage of Original Checks

You must securely store each original check for a period of 30 days after transmission to the Credit Union. After such period expires, you will destroy the original check(s). You understand and agree that you are responsible for any loss caused by your failure to secure the original check(s).

Periodic Statement

Any remote deposits made through RDC will be reflected on your monthly account statement. You understand and agree that you are required to notify the Credit Union of an error relating to images transmitted using RDC 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 your attention within such time period.

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 the Credit Union for deposit or a breach of this Agreement, you will immediately contact the Operations Department at 208-882-0232 or acct@latahcu.coop.

Change in Terms

The Credit Union may change the terms and charges for RDC indicated in this Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from the Agreement from time to time. Your use of RDC after receipt of notification of any changes by the Credit Union constitutes my acceptance of the change.

Termination of RDC

You may, by written request, terminate RDC provided for in this Agreement. The Credit Union may terminate your use of RDC at any time without notice. In the event of termination of RDC, you will remain liable for all transactions performed on your account.

Relationship to Other Disclosures

The information in this Agreement applies only to RDC described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of your account.

Limitation of Liability

You understand and agree that the Credit Union is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Agreement.