

CONSUMER MOBILE REMOTE DEPOSIT CAPTURE TERMS, CONDITIONS AND FUNDS AVAILABILITY

This Consumer Mobile Remote Deposit Capture User Agreement ("Agreement") contains the terms and conditions for the use of VA DESERT PACIFIC FCU Mobile Check Deposit and/or other remote deposit capture services that VA DESERT PACIFIC FCU or its affiliates ("VA DESERT PACIFIC FCU", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with VA DESERT PACIFIC FCU, including the About Your Credit Union Accounts, as applicable to your VA DESERT PACIFIC FCU account(s), are incorporated by reference and made a part of this Agreement.

1. Services. The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to VA DESERT PACIFIC FCU or VA DESERT PACIFIC FCU's designated processor.

2. 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, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after VA DESERT PACIFIC FCU has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, VA DESERT PACIFIC FCU 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.

3. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. 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.

4. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by VA DESERT PACIFIC FCU from time to time. See www.vadpfcu.org for current hardware and software specifications. VA DESERT PACIFIC FCU 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.

5. Charges or Fees

VA DESERT PACIFIC FCU 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 may 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 VA DESERT PACIFIC FCU'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 VA DESERT PACIFIC FCU, including but not limited to account servicing and collection purposes.

6. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to VA DESERT PACIFIC FCU is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will **not** scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration 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 is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by VA DESERT PACIFIC FCU's current procedures relating to the Services or which are otherwise not acceptable under the terms of your VA DESERT PACIFIC FCU account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Consumer loans, credit card, and mortgage payments
- IRA and Share Certificate deposits
- Saving Bonds
- State-issued registered warrants
- Checks from a closed account

7. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For Mobile deposit only, account # _____" or as otherwise instructed by VA DESERT PACIFIC FCU. You agree to follow any and all other procedures and instructions for use of the Services as VA DESERT PACIFIC FCU may establish from time to time.

8. 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 VA DESERT PACIFIC FCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

9. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 6 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in three business days from the day of deposit. VA DESERT PACIFIC FCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as VA DESERT PACIFIC FCU, in its sole discretion, deems relevant.

10. Disposal of Transmitted Items. Upon your receipt of a confirmation from VA DESERT PACIFIC FCU that we have received an image that you have transmitted, You agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, You agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to VA DESERT PACIFIC FCU upon request.

11. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$1,000.00 per transaction and \$1,000 per business day. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Daily deposit limits may vary for users.

12. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in VA DESERT PACIFIC FCU's sole discretion subject to the About Your Credit Union Accounts.

13. Errors. You agree to notify VA DESERT PACIFIC FCU at 562-498-1250, Option 6 of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable VA DESERT PACIFIC FCU account statement is sent. Unless you notify VA DESERT PACIFIC FCU 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 VA DESERT PACIFIC FCU for such alleged error.

14. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. VA DESERT PACIFIC FCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

15. Image Quality. The image of an item transmitted to VA DESERT PACIFIC FCU using the Services must be legible, as determined in the sole discretion of VA DESERT PACIFIC FCU. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by VA DESERT PACIFIC FCU, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

16. 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. Additionally, VA DESERT PACIFIC FCU may also request additional information from you.

17. User Warranties and Indemnification. You warrant to VA DESERT PACIFIC FCU that:

- a. You will only transmit eligible items.
- b. You will not transmit duplicate items.
- c. You will not re-deposit or re-present the original item.
- d. All information you provide to VA DESERT PACIFIC FCU is accurate and true.
- e. You will comply with this Agreement and all applicable rules, laws and regulations.
- f. You are not aware of any factor which may impair the collectability of the item.

You agree to indemnify and hold harmless VA DESERT PACIFIC FCU from any loss for breach of this warranty provision.

18. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

19. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your About Your Credit Union Accounts.

20. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to

modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

21. Ownership & License. You agree that VA DESERT PACIFIC FCU 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 VA DESERT PACIFIC FCU's business interest, or (iii) to VA DESERT PACIFIC FCU's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, 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.

22. 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 NON-INFRINGEMENT. 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.

23. 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 VA DESERT PACIFIC FCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.