

RWFCU Mobile Check Deposit/Remote Deposit Capture Agreement (“Agreement”)

This Agreement contains the terms and conditions for use of Mobile Check Deposit or Remote Deposit Capture (“MCD”) services. By accepting the terms and conditions, I, as an account signer, authorize RWFCU (“RWFCU”) to verify credit and/or have a credit reporting agency prepare a credit report.

1. Services and Service Terms.

The MCD Services (“Service(s)”) are designed to allow you to make deposits to your checking or savings account(s) from a supported “Capture Device.” Smartphones running an operating system with a minimum of iOS 10.11 El Capitan or higher and Android 7.0 or higher have been tested and are compatible with the Service. Although other operating systems may allow access to the Service, use of non-supported operating systems is not recommended, and satisfactory performance is not assured. User assumes any and all risks associated with the use of a non-supported Capture Device. Depositor acknowledges and agrees that the Services or any portion of the Services may be provided by RWFCU or by one or more subcontractors of RWFCU.

2. Acceptance of these Terms.

Your use of the MCD Services constitutes your acceptance of this Agreement along with all of its terms and conditions. This Agreement is subject to change and we reserve the right to change, amend, remove or modify any terms or Services provided under this Agreement at any time. Annually, or as necessary, you will be required to reaffirm this Agreement. Your continued use of the Services will indicate your acceptance of any such changes to the terms of this Agreement or the Services provided.

3. Definitions.

3.1. “Authorized User” means Depositor or agent of Depositor.

3.2. “Business Day” means any day which RWFCU is open to conduct its banking services, but shall not include Saturday, Sunday or bank holidays.

3.3. “Capture Device” means a device supported by RWFCU that provides for the capture of images from original Items and for transmission through a clearing process.

3.4. “Check” means an Original Check, as defined in Regulation CC and Check 21 and does not include a substitute check or a remotely created check.

3.5. “Check 21” means the check Clearing for the 21st Century Act, as well as Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A.

3.6. “IRD” or “Image Replacement Document” means: (a) a Substitute Check as defined in Check 21; or (b) the paper reproduction that will be created when an Item cannot be converted to an electronic transaction.

3.7. “Item” means a Check, money order, cashier’s check, official check, U.S. Treasury check, or any other payment instrument drawn on or payable through an Office of a United States financial institution from a Payor to Depositor, in addition to other required information as specified by RWFCU. It is understood that Depositor will only be transmitting

electronic images of the front and back of Items and not any paper Items.

3.8. "Payor" means consumers or businesses that make payments to Depositor by means of Items.

3.9. "Service(s)" means the specific service(s) provided by RWFCU, including electronic check conversion and image archive systems that allow the use of a Capture Device to obtain and transmit the front and back images of Items and accompanying transaction data for the purpose of delivery to RWFCU for clearing as an IRD.

3.10. "Service Start Date" means the date that the Services are first available to the Depositor.

3.11. "Technology" means RWFCU's or its subcontractors' deposit capture applications and processes designed to facilitate the electronic clearing of Items. Said applications are accessed through Capture Devices, utilizing software and hardware provided by or acceptable to RWFCU, and are proprietary access points to payment processing networks and systems used to complete the clearing of Items. Technology may include but is not limited to Depositor service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by RWFCU or its subcontractors and used in the provision of Services hereunder.

3.12. "Term" shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

4. Depositor Obligations; Suspension/Cancellation of Service.

4.1. Hardware and Software Requirements. In order to utilize the Services, Depositor must have the following hardware and software with the indicated specifications:

For Depositing checks, Depositor must have one of the following phone makes/operating systems:

- Apple iPhone with an operating system of iOS 10.11 El Capitan or higher;
- Android based phone with an operating system of 7.0 or higher.

Image quality of any Items must comply with requirements as established by RWFCU or applicable law and regulatory agencies.

4.2. Eligible Items. You agree to scan and deposit only Checks as that term is defined in the Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted shall be deemed an "Item" within the meaning of Article 4 of the Uniform Commercial Code. You further agree that you will not use the Services to scan and deposit any checks or other items as follows: (a) Checks or Items payable to any person or entity other than you; (b) Checks or Items drawn or otherwise issued by you or any other person or any of your accounts or any account on which you are an authorized signer or joint account holder; (c) Checks or Items drawn on a financial institution located outside the United States or not payable in United States Currency; (d) 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; (e) Checks or Items previously converted to a substitute check, as defined in Reg CC; (f) Checks or Items that are remotely created checks, as defined in Reg CC; (g) Checks or Items dated more than 6 months prior to the date of deposit; (h) Checks or Items prohibited or otherwise not acceptable under the terms of your RWFCU account. You acknowledge that the above examples are not exhaustive regarding what may be an ineligible Item and therefore you agree to abide by all applicable laws, regulations and guidelines by scanning and depositing only eligible Checks or Items.

4.3. Endorsement. In order for an item to be processed for deposit, it must be restrictively endorsed in the proper location on the back of the Item with the following words: "For Deposit Only Account # _____", with the correct

account number inserted and signed by the payee.

4.4. Depositor Responsibilities. Depositor agrees to, at its sole expense: (a) Provide internet connectivity between the Capture Device and the Technology; (b) Maintain the Capture Device in accordance with any instructions provided by RWFCU, its subcontractors and/or any other Capture Device provider; (c) As applicable, utilize Depositor's software, or RWFCU software to scan, load, and format Items as needed for transmission to RWFCU prior to the communicated cut-off time; (d) Process return data and any remittance data delivered by RWFCU for the purpose of updating Depositor's internal systems (which may include electronic and paper return Items); and (e) Implement and maintain security measures, including firewall protection, in compliance with its obligations under this Agreement.

4.5. Withdrawal of Access/Suspension of Service. RWFCU reserves the right to deny, suspend or revoke access to the Services, in whole or in part, in its sole discretion, at any time with or without notice and with or without good cause. Further, RWFCU or its subcontractors reserve the right to suspend Service(s) at any time, in the event of an emergency or in the event of force majeure.

4.6. Handling of Transmitted Items. Upon receiving electronic confirmation of receipt of an Item, Depositor agrees to prominently mark the Item as "Electronically Presented", agrees to store the original item in a safe and secure environment for at least ninety (90) days, and agrees never to re-present the Item to RWFCU or any other financial institution. Depositor will be liable for Checks or Items that are presented and/or deposited more than once. Depositor will promptly (but in any event within 5 Business Days) provide any retained original Item to RWFCU upon request, to aid in the clearing and collection process or to resolve claims by third parties with respect to any Item or as RWFCU otherwise deems necessary. Should you fail to produce the original paper check, you authorize RWFCU to deduct the amount of the check in question from your account, regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees.

4.7. Account Statement Examination. All deposits made through the Services shall be deemed to be correct, unless Depositor notifies RWFCU of any errors to deposits made through the Services within 60 days after the applicable account statement is mailed or otherwise provided to Depositor.

5. Payment Processing.

5.1. IRD Processing. Depositor authorizes RWFCU to convert Items to IRDs or transmit Items as an image and further authorizes RWFCU or any other bank to which an item is sent for process. Items may be transmitted to a printing facility for printing and clearing through traditional paper processing channels, at RWFCU's sole discretion. The IRDs will be created in accordance with Check 21; alternatively, RWFCU may process Items as photocopies in lieu of originals, under this Agreement and applicable industry standards. Items that fail to satisfy the warranties made to RWFCU by Depositor, that fail to meet the requirements of RWFCU or Check 21, or that are otherwise not able to be processed may be charged back to Depositor's account and/or returned to Depositor. Depositor agrees to be bound by any applicable laws, rules and regulations to which RWFCU is a party.

5.2. Processing of Items. Images of Items transmitted by Depositor are not considered received by RWFCU until Depositor has received an electronic confirmation of the receipt of the deposit from RWFCU. We are not responsible for items we do not receive or for images that are dropped during transmission. Receipt of the confirmation from RWFCU does not mean that the transmission was error free or complete. RWFCU reserves the right to reject any item transmitted through the Services, and for any reason, in our sole discretion.

5.3. Availability of Funds. Customer understands and agrees that Items transmitted using the Services are not subject to the funds availability requirements of Reg CC. The first \$200 of funds from Items deposited under the terms of this Agreement will generally be available immediately; the remaining funds will generally be available on the second

Business Day after the day of deposit. RWFCU reserves the right, in its sole and absolute discretion, to make funds available sooner to Depositors. RWFCU further reserves the right, in its sole and absolute discretion, to hold funds on a remotely deposited check for so long as necessary to verify funds or ensure an Item properly clears. Customer understands and agrees that funds from Items deposited under the terms of this Agreement are not subject to the same funds availability policies of RWFCU.

5.4. Depositor Liability. Depositor shall be solely responsible if any Item for which Depositor has been given provisional credit is subject to return or reversal, and neither RWFCU nor its subcontractors shall be liable or responsible for same. Depositor acknowledges that all credits received for deposit are provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or a substitute check as the charged-back Item. Information and data reported hereunder: (a) may be received prior to final positing and confirmation and is subject to correction and (b) is for information purposes only and may not be relied upon. Depositor agrees that RWFCU shall have no liability for the content of payment-related information.

5.5. Limits. RWFCU reserves the right to impose limits on the amounts(s) and/or number of deposits that you transmit using the Services, and to modify such limits from time to time, in its sole and absolute discretion.

6. Intellectual Property Ownership.

This Agreement does not transfer to Depositor any ownership or proprietary rights in the Technology or any work or any part thereof, and all right, title and interest in and to the Technology will remain solely with RWFCU or its subcontractors.

7. Warranties and Disclaimers.

7.1. Depositor Warranty. Depositor represents and warrants to RWFCU: (A) Depositor has the authority to enter into this Agreement and perform its obligations hereunder and all information supplied by Depositor to RWFCU is true and accurate; (B) Depositor will provide all reasonable assistance to RWFCU and its subcontractors in providing the Services set forth herein; (C) Depositor and any other Authorized Users will only use the Services for lawful purposes and in compliance with all applicable rules and regulations and with RWFCU's reasonable instructions, rules, policies, specifications, terms and conditions, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party; (D) Depositor has only transmitted acceptable Items for deposit and has handled the original Items following transmission to RWFCU as agreed, directed by RWFCU and in accordance with applicable law; (E) Depositor is a person authorized to enforce each Item or is authorized to obtain payment of each Item on behalf of a person or entity entitled to enforce an Item; (F) The Items have not been altered; (G) Each Item bears all applicable endorsements in a restricted format as directed by RWFCU; (H) All the warranties set forth in and subject to applicable laws and regulatory agencies; (I) (1) The electronic image portion of each Item accurately and legibly represents all of the information on the front and back of the original Item as of the time the original Item was deposited, (2) The information portion of the Item contains a record of all applicable MICR-line information required for a substitute check, and (3) The Item conforms to the technical standards for an electronic Item as specified by RWFCU from time to time; (J) Depositor will submit only one accurate and clear image of the front and back of each Item to RWFCU only one time; (K) Depositor will not deposit the original Item 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 of an Item that has already been paid; (L) The amount of an Item entered by Depositor or any Authorized User for transmission to RWFCU is accurate; and (M) Depositor and any

Authorized Users will not: (1) sell, lease, distribute, license or sublicense the Technology or Services; (2) modify, change, alter, disassemble or decompile the Technology or Services in any way or for any reason; (3) provide, disclose, divulge or make available to, or permit use of the Technology or Services by any third party; (4) copy or reproduce all or any part of the Technology or Services; (5) interfere, or attempt to interfere, with the Technology or Services in any way; (6) engage in spamming, fraudulent, illegal or unauthorized use of the Services; (7) Introduce or transmit through the Technology or Services, without limitation, via any portion of the Depositor's computer system that interfaces with the Technology or Services, or otherwise, any virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, back door, timer, time bomb, clock, counter or other limiting routine, instruction or design or any other codes or instructions that may be used to access, modify, delete, damage, disable or prevent use of the Technology, Services or other computer systems of RWFCU or its subcontractors; (8) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Technology or Services; or (9) engage in or allow any action involving the Technology or Services that is inconsistent with this Agreement. Should Depositor receive notice of any claim regarding the Services, Depositor shall promptly provide RWFCU with a written notice of such claim.

7.2. RWFCU Warranty. RWFCU warrants that: (A) Rails West Federal Credit Union has the authority to enter into this Agreement and perform its obligations hereunder; and (B) it has either developed and owns each Service (other than any portion furnished by a subcontractor or third-party vendor) and/or has the right to furnish the same (including any portion furnished by a subcontractor or third-party vendor.)

7.3. Disclaimer: RWFCU and its subcontractors make no representations or warranties, whether express, implied or statutory regarding or relating to any of the Technology or Services and/or access to or use of the Services or Technology provided to Depositor hereunder. RWFCU and its subcontractors specifically disclaim any and all implied warranties of merchantability, fitness for a particular purpose and non-infringement. RWFCU and its subcontractors also do not guarantee that depositors' access to the services provided under this Agreement will be uninterrupted, error free or secure. RWFCU and its subcontractors also do not guarantee the accuracy of, and specifically disclaim liability for, information or data that is supplied or key-entered by Depositor or agents. RWFCU and its subcontractors do not warrant the accuracy, reliability, completeness or timeliness of the content of internet websites or other data received by Depositor or Payors via the internet.

8. Limitation of Liability / Indemnification.

8.1. Limitation of Liability. Notwithstanding anything to the contrary herein, in no event will RWFCU's liability under this Agreement for any damages of any kind exceed an amount equal to the total amount of Items received by RWFCU from Depositor for the Services during the month preceding the date on which the claim first accrued. RWFCU shall not be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages.

8.2. Indemnification. Except to the extent that RWFCU is liable under the terms of this Agreement or an agreement that otherwise governs Depositor's account, Depositor agree to indemnify and hold RWFCU, its directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an account or the performance of the Technology and Services.

9. Termination.

9.1. Termination. In addition to the denial, suspension, revocation and termination provisions in this Agreement, RWFCU may immediately terminate the Service or any portion of the Service if RWFCU determines that such Service or portion

of any Service is in violation of any law or regulation, or in its sole discretion and without notice, decides to cease providing this Service. Additionally, if your use of the Services or Technology creates, risk, is fraudulent, or results in a loss to RWFCU, we may terminate your use of the Services, without prior notification. Further, RWFCU reserves the right to terminate access to the Services, in whole or in part, in its sole discretion, at any time with or without notice. Depositor may terminate the Service with notice to RWFCU. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any Items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns of the same.

9.2. Obligations upon Termination. Upon the termination of this Agreement for any reason: (a) Depositor's access to, and use of, the Services will terminate; (b) Depositor will return to RWFCU any and all RWFCU Services, equipment, software, documentation, Technology or other deliverables provided to Depositor by RWFCU, including any copies thereof held by Depositor; (c) RWFCU will deliver to Depositor all Depositor documentation and other materials stored by Depositor on RWFCU's or its subcontractor's network; and (d) each party shall return any and all Confidential Information in its possession to the party that disclosed such Confidential Information or destroy same, and provide written verification of same. Notwithstanding the foregoing, RWFCU's obligations with respect to subsections (c) and (d) shall be subject to RWFCU's record retention policies and applicable laws and regulations. The provisions of sections 6, 7, 8 and 9 shall survive termination of this Agreement.

10. Confidentiality.

10.1. RWFCU Information. Depositor acknowledges that the Technology and Services contain valuable trade secrets, which are the sole property of RWFCU or its subcontractors ("Credit Union Confidential Information"), and Depositor agrees to hold same in strict confidence and disclose only to those agents whose duties reasonably require access to same, provided that all such agents are informed of such use or disclosure restrictions as set forth herein. Depositor agrees to use no less than reasonable care to prevent other parties from learning of these trade secrets. Depositor will take no less than all reasonable steps to prevent the unauthorized use, disclosure, duplication or access to the Credit Union Confidential Information.

10.2. Depositor Information. RWFCU acknowledges that Depositors' information may contain information regarding its Depositor, which are the sole property of Depositor ("Depositor Confidential Information," and, collectively with Credit Union Confidential Information, "Confidential Information"), and RWFCU agrees to hold same in confidence and will protect Depositor Confidential Information pursuant to RWFCU's Privacy Policy.

10.3. Exceptions. The obligations of this Section 9 shall not apply to any information that: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party (the "Receiver"), generally known or available; (b) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (c) is hereafter furnished to the Receiver by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by the Receiver without reference to or use of the disclosing party's information; or (e) is required to be disclosed by law or in connection with a legal or administrative proceeding, provided that the party to whom the information belongs is given prompt prior written notice of such proposed disclosure, if not otherwise prohibited.

10.4. Unauthorized Use. Both parties acknowledge that the unauthorized use, disclosure or duplication of trade secrets or other Confidential Information belonging to each party shall constitute a material breach of this Agreement and is likely to cause irreparable injury to the owner, for which there is no adequate remedy at law. Accordingly, RWFCU and Depositor each hereby agree that the other party may seek injunctive relief against it to prevent or remedy any breach

of the confidentiality obligations described herein without the other party being required to post bond, or if bond is required, only nominal bond.

11. Miscellaneous Provisions.

11.1. Relationship of Parties. RWFCU and Depositor are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RWFCU and Depositor. Neither RWFCU nor Depositor will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

11.2. Notices. Depositor agrees that any notices required or permitted under this Agreement may be given electronically.

11.3. No Waiver. RWFCU's failure to enforce any provision of this Agreement or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or right, or limit, prevent or impair RWFCU's right to subsequently enforce any provision or exercise any right hereunder.

11.4. Severability. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision.

11.5. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Idaho and federal law and any rule or regulation of Idaho or a federal agency having jurisdiction over RWFCU.

11.6. Amendments. This Agreement may be amended at any time. Notice of amendments or changes will be sent electronically or by mail to you at your last known address. Nonetheless, your continued use of the Services will indicate your acceptance of any such changes to the terms of this Agreement or the Services provided. In no event, however, will RWFCU be bound by any change to this Agreement unless RWFCU expressly agrees to the change in writing.

11.7. Assignment. Depositor may not assign this Agreement.

11.8. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all existing agreements and all other related communications, written or oral.