



# Remote Check Deposit Agreement

Credit Union West's Remote Check Deposit Service is designed to allow you to make eligible item deposits to your eligible deposit accounts at the Credit Union using an eligible device (as defined below) to transmit item images and deposit information to us. Once accepted, your eligible items will be either processed electronically or converted to substitute checks based on the information you provide. There is currently no charge for Remote Check Deposit Service. We reserve the right to impose charges for these services in the future.

## Agreement

This Agreement contains the terms and conditions pertaining to the Remote Check Deposit Service ("Service") offered by Credit Union West ("Credit Union"). By using this Service or authorizing others to use it on your behalf, you agree to these terms and conditions, and any changes to it that are made from time to time. These terms and conditions are in addition to the terms and conditions of the Credit Union's Membership Agreement and the Online and Mobile Banking Agreement which otherwise govern your rights and obligations when using your accounts. To the extent there is a conflict between this Agreement and the Membership Agreement, the terms and conditions in the Membership Agreement shall govern. You should carefully read all of the information in the Agreement and retain it for your records.

## Definitions

As used in this Agreement, the following words have the meanings given below:

**"You"** and **"your"** mean each person or entity, individually, and collectively, who signed a Membership Application (or other account documentation) as a Primary Member, Joint Account Holder, Authorized Signer, or any authorized users of an account, and each person who has signed any previous version of a Credit Union West account signature card or enrollment form.

**"We"**, **"us"**, **"our"**, **"Credit Union"** refers to Credit Union West.

**"Service"** means this specific Remote Check Deposit Service provided by the Credit Union. The Service shall be provided for items received with a consumer or business purpose being deposited into an account at the Credit Union.

**"Eligible account"** means any Credit Union deposit account that meets our eligibility criteria and has been enrolled in Online and/or Mobile Banking and this Service.

**"Eligible device"** refers to any device acceptable to the Credit Union, which provides for the capture of images from original items and for transmission through a clearing process.

**"Eligible item"** means a check, a paper item, or an electronic item (i.e. an electronic image of an item together with information describing that item) that is payable to you, and is within the meaning of a "check" as defined in Federal Reserve Regulation CC and by the Credit Union's deposit guidelines. Acceptable items may include without limitation personal checks, government checks, business checks, money orders, traveler's checks and cashiers or certified checks drawn on a U.S. financial institution and in U.S. funds. It is understood that you will only be transmitting electronic images of the front and back of items.

**"Item"** has the same meaning as the term is defined in Article 4 of the Uniform Commercial Code ("UCC"). Any check image transmitted through the Service shall be deemed to be an item within that UCC definition.

**"Substitute Check"** means a paper check or item created from an electronic image in accordance with the Federal Reserve Regulation CC.

**“Technology”** means the Credit Union or its subcontractor’s deposit capture applications and processes designed to facilitate the electronic clearing of Items. Said applications are accessed through mobile devices with cameras, utilizing software and hardware provided by or acceptable to the Credit Union 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 Member service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by the Credit Union or its subcontractors and used in the provision of Services hereunder.

**“Access Systems”** means all services, hardware, software and other technology necessary to access the Service.

**“Federal Reserve Regulation CC”** means 12 C.F.R. Part 229, as it may be amended from time to time.

**“Business Day”** means Monday through Friday, excluding Federal Reserve holidays.

**The following are not eligible items for the Service:**

- 1) Checks/Items payable to others (even if endorsed over to you);
- 2) Demand drafts or remotely created checks/items (checks lacking the original signature of the person authorizing the check);
- 3) Substitute checks/Items (paper checks/items created from an electronic image);
- 4) Checks/Items in which any fields on the front side contain obvious alteration(s), anything not authorized by the owner of the account on which the check/item is drawn, or any irregularity of any kind (for example, numerical and written amounts are different);
- 5) Checks/Items previously returned unpaid for any reason;
- 6) Checks/Items that are postdated or more than six (6) months old;
- 7) Checks/Items drawn on a foreign financial institution or payable in a foreign currency;
- 8) Checks/Items drawn on another account owned by you;
- 9) Checks/Items you suspect may be fraudulent or not properly authorized;
- 10) Checks/Items exceeding the deposit limits set forth below;
- 11) Checks payable jointly, unless deposited into an account in the name of all payees;
- 12) Checks/Items not acceptable under the terms of your Membership Agreement.

**Your Responsibilities.** To access your account(s) with the Credit Union, you must have an eligible account with the Credit Union, a valid email address, and have signed up for the Credit Union’s Online Banking Service. When using the Service, you shall provide, at your sole cost and expense, all Access Systems and you shall be solely responsible for installing, maintaining, securing and supporting all such Access Systems.

The Credit Union is not responsible for any error or failures from any malfunction of any Access Systems, and the Credit Union is not responsible for any computer virus or related problems that may be associated with the access to or use of the Service. The Credit Union does not guarantee that the Service will be compatible with all computer systems, mobile devices, and Internet browsers, routers or firewalls. Further, the Credit Union does not and cannot control the flow of data to or from the Credit Union’s network, its service provider’s networks or other portions of the Internet. Accordingly, the Credit Union cannot guarantee that your connection to the Internet or use of the Service will not be impaired or disrupted, and the Credit Union hereby disclaims any and all liability resulting from or related to such events. You are responsible for safekeeping and destruction of original items which are scanned, transmitted electronically and deposited using the Service. You agree to indemnify and hold the Credit Union harmless from any liability with

respect to (i) the safekeeping, use or destruction of the original Items after they are scanned, transmitted and deposited electronically using the Service, or (ii) for any Items being submitted for deposit or presented for payment more than once. You agree that after transmitting Items, you will maintain original Items in a secured location for 60 days to permit research if Items are questioned by parties either involved in the processing and clearing of a transaction or otherwise, or becomes the subject of any other inquiry. After the 60-day period, the Credit Union requires that you securely destroy the original Items. Unless you notify us of any errors to deposits made through the Service within 60 days after the applicable account statement is mailed or otherwise provided to you, all deposits made through the Service shall be deemed to be correct. In case of errors or questions, contact us at 602.631.3200 or 800.621.0287 (outside Maricopa County) during business hours or at [www.cuwest.org](http://www.cuwest.org) and send us a written notice. Specific steps on how to notify the Credit Union are also described in the Credit Union Membership Agreement under in the Electronic Funds Transfer Disclosures section, Unauthorized Transfers section.

**Withdrawal of Access/Suspension of Service.** The Credit Union reserves the right to deny, suspend or revoke access to the Service immediately, in whole or in part, at its sole discretion, and without notice, if the Credit Union believes you are in breach of this or any other Agreement with the Credit Union or otherwise using or accessing the Service in a manner inconsistent with the terms and conditions hereof. Further, the Credit Union or its subcontractor shall have the right to suspend the Service immediately in the event of an emergency.

**Processing of Items.** Items transmitted by you and received by the Credit Union or its subcontractors by 3:00 p.m. Mountain Standard Time (MST) Monday through Friday, shall be credited to the Member's applicable account on the same Business Day. Items received by the Credit Union after 3:00 p.m. MST on any Business Day shall be credited to the applicable account on the next Business Day. Confirmation of your remote deposit can be viewed electronically via Online or Mobile Banking or by calling TELLERphone. You understand and agree confirmation does not mean that the transmission was error free or complete.

**Image Quality.** Each image transmitted to the Credit Union using the Service must be legible. In addition, image quality must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and other regulatory agencies, clearing houses or associations, as applicable.

**Endorsements, Requirements and Procedures.** You agree to restrictively endorse any item transmitted through the Service as "**FOR MOBILE DEPOSIT ONLY, Credit Union West**" or as otherwise instructed by us. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You agree to follow any and all other procedures and instructions for use of the Services as Credit Union may establish from time to time.

**Availability of Funds.** You agree that items transmitted using the Service are 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 3:00 p.m. MST 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 Service will generally be made available on the second business day from the business day of deposit. Any dishonored item is subject to a fee according to the Credit Union Fee Schedule at the time of the return.

**Deposit Limits.** There is a deposit limit of \$5,000 per day, per account.

**Fees:** Please refer to the Credit Union Fee Schedule.

**You agree, warrant and represent that you will:**

- ensure that all information you provide to the Credit Union is accurate and true and represent all of the information on the front and back of the Item was accurate and true at the time the Item was scanned.

- use only Eligible Devices to access the Service.
- endorse all items for the Service as instructed above.
- follow all other instructions we provide you for capturing and transmitting item images and deposit information via the Service.
- use the Service only for Eligible Items as defined above and that meet our image quality standards.
- comply with this Agreement and all your Credit Union West Agreements, as well as all applicable rules, laws and regulations.
- indemnify Credit Union West against and hold us harmless from any loss arising from your breach of any part of this Agreement.

**You agree that you will not:**

- transmit duplicate items, or transmit any individual item or its image more than once.
- make deposits in excess of the Deposit Limits stated in this Agreement.
- re-deposit or re-present any item or image previously transmitted through the Service.
- transmit any checks, items or images that are not Eligible Items or related deposit information.
- provide inaccurate information in connections with using the Service.

**You agree that we will:**

- have the unrestricted right to reject, return, or refuse to process any item or image that is not an Eligible Item, without liability to you.
- You agree that we will not:
  - have any obligation to process any non-Eligible Item even if we did so on a previous occasion.
  - be responsible for items we do not receive or for images dropped during transmission.
  - be responsible for any technical or other difficulties that you may experience when using the Services, or any damages that might arise therefrom.
  - be responsible for unavailability of the Services or any damages that might arise from unavailability.
  - be responsible for any inaccurate information provided by you or others on your behalf.

**Warranties and Disclaimers.** You shall not use the Service in any way that could potentially harm the Credit Union’s network or sites, or the network or sites of its third party service providers. You shall not permit or assist others to abuse or fraudulently use the Service. You shall not use the Service in any way that: (i) transmits any item or other materials via the Service that is deceptive or fraudulent; (ii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing banking and criminal activity); (iii) transmits or distributes any viruses, worms, time bombs, Trojan horses, or other destructive software of devices; (iv) attempts to break or circumvent security, or in fact, breaks or circumvents security of any computer network of Credit Union West, its subcontractors or service providers.

**Disclaimer.** The Credit Union warrants that the Service shall be performed in a work person like and professional manner consistent with banking industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN “AS IS” BASIS, AND THE CREDIT UNION HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE CREDIT UNION NOR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY ARISING OUT OF YOUR USE OF THE SERVICE, WHETHER CAUSED BY THE CREDIT UNION, ITS SUBCONTRACTORS OR SERVICE PROVIDERS, AS WELL AS MEMBER'S USE OF THE SERVICE, EQUIPMENT, OR SOFTWARE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL THE CREDIT UNION OR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE, EQUIPMENT OR SOFTWARE USED BY THE MEMBER OR CREDIT UNION IN CONNECTION WITH OPERATION OF THE SERVICE, EQUIPMENT OR SOFTWARE.

**Termination.** The Credit Union may immediately terminate the Service or any portion of the Service if the Credit Union determines that such Service or portion of any Service is in violation of any law or regulation, or in its sole discretion and with notice, decides to cease providing this Service. Except in the event of emergency or to safeguard Credit Union's accounts, networks or systems, the Credit Union shall give written notice of such termination or access limitation, which may be given by Internet secure message or sent to your address on record by mail or email. You may terminate the Service with notice to Credit Union West in person, by phone, written notification through mail or by secure message.

**Notices.** You agree that any notices required or permitted under this Agreement may be given electronically.

**Governing Law.** This Agreement will be governed by and interpreted in accordance with federal laws and regulations, and to the extent there is no applicable federal law or regulation, by the State of Arizona.

**Subcontractors.** You understand and agree that Credit Union West may use third party service providers to provide some or all of the Service under this Agreement on behalf of the credit union.

**Amendments.** Unless applicable law provides otherwise, this Agreement may be amended by notice sent electronically or by mail to you at the address on record with the Credit Union to be effective not less than thirty (30) days after the day transmitted or mailed. Credit Union West shall not be bound by any modification of this Agreement unless the Credit Union expressly agrees to the modification in writing. You have the right to terminate the Agreement prior to the effective date of the amendment. By choosing to continue using the Service, you accept the amendments. This Agreement supersedes all prior agreements and amendments.

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