

Mobile Remote Deposit Capture Services Disclosure and Agreement

In this Mobile Remote Deposit Capture Services Disclosure and Agreement (“Disclosure and Agreement”), the words “I”, “me”, “my”, “us” and “our” mean the member that applied for and/or uses any of the Mobile Remote Deposit Capture Services (the “Services”) described in this Disclosure and Agreement. The words “you”, “your”, and “yours” mean Pacific Service Credit Union. The Account Agreement and Truth in Savings Disclosure and Electronic Funds and Agreement Disclosure (“Account Agreement”) is hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement or the Account Agreement, this Disclosure and Agreement will control.

All terms and conditions applicable to Pacific Services Credit Union’s online banking, which have been provided to you, apply to the Services. By using the Services, you agree to these terms and conditions, including the terms applicable to online banking. You can review such terms and conditions by logging into online banking. Web access is required to use the Services. Mobile service provider download and usage charges may apply. See service provider’s terms and conditions for details, including fees and usage charges.

Use of the Services. Following my acceptance of this Disclosure and Agreement, I am authorized by you to remotely deposit paper checks through the Mobile Remote Deposit Capture application. I can remotely deposit checks I receive to my account with you (the “Account”) by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements set forth by Pacific Service Credit Union, as amended from time to time, including: Android users must be running OS version 9 or above and Apple users must be running iOS version 9.0 or above in order to use mobile deposit. All other iOS devices, and Android devices running an outdated operating system, will not support mobile deposit.

In addition, I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Services, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Services.

I agree that I will only use the Services to deposit checks for consumer purposes, specifically, for personal, family, or household purposes. Under no circumstances am I permitted to deposit a check for my business purposes. I understand that I must be a Pacific Service Credit Union member in good standing for at least thirty (30) days and be a member in good standing to be eligible to use the Services.

Compliance with Law. I agree to use the products and Services for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as clearinghouse rules, regulations, operating circulars, and other agreements to which you are a party that govern the Services you provide. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Disclosure and Agreement.

Telephone Consumer Protection Act. I agree that you may from time to time make calls and/or send text messages to me at any telephone number(s) I provide to you, including mobile telephone numbers that could result in data usage and charges to me. This is so that you can provide and keep me informed about the Services, collect any amounts I owe you, provide access codes, and/or

provide fraud, security breach, or identity theft alerts. I also agree that I may be contacted by your service providers making such calls/texts on your behalf. The manner in which these calls or text messages may be made to me include, but are not limited to, the use of prerecorded/artificial voice messages and automatic telephone dialing systems. I am not required to provide consent as a condition to receiving your Services. I may revoke my consent or change the telephone number provided at any time by contacting you.

Receipt of Deposit. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you will process the image by preparing a “substitute check.” Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject an item for remote deposit after your receipt. I understand and agree that I must deposit the original item. I understand and agree that even if you do not initially reject an item I deposit through the Services, you may return the substitute check you created because, among other reasons, the paying bank deems the electronic image illegible. Your failure to reject such an item shall not limit my liability to you. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

Rejection of Deposit. You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my Account due to an item being returned.

Items Returned Unpaid. A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from my Account.

Unavailability of Services. I understand and agree that the Services may at times be temporarily unavailable due to your system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or through your ATMs or by mailing the original check to you at Pacific Service Credit Union, PO Box 8191, Walnut Creek, CA 94596-8191. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

Business Days and Hours. Every day is a business day except Saturdays, Sundays, and federal holidays. Our business days are Monday through Friday. Our business hours are 8 a.m. to 5 p.m. each business day.

Mailing Address:

Pacific Service Credit Union
PO Box 8191
Walnut Creek, CA 94596-8191

Email Address: service@pacificservice.org

Funds Availability. For determining the availability of my deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If I make a deposit using the Services by 3 p.m. Pacific Time on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after 3 p.m. Pacific Time or on a day you are not open, you will consider that the deposit was made on the next business day you are open. I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Concord, CA. I understand that following your receipt and processing of the image, funds from the check will be made available for my withdrawal and/or use in accordance with the terms and conditions of your Funds Availability Policy previously provided to me. I understand that you may make such funds available sooner based on such factors as my creditworthiness, the length and extent of my relationship with you, transaction and experience information, and such other factors as you, in your sole discretion, deem relevant. I also understand that credit is provisional until settlement is final.

Internal Controls and Audit. Mobile remote deposit limits may change at any time without any prior notification. Pacific Service Credit Union reserves the right to revoke the Services, reject or adjust any deposits upon submission of the scanned items.

Limitations on Frequency and Dollar Amount. I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

Unacceptable Deposits. I understand and agree that I am not permitted to deposit the following items using the Services:

- Any check previously converted to a 'substitute check', as defined under Regulation CC
- Any item defined by Regulation CC as a 'remotely created check'
- Any item drawn on my account or my affiliate's account
- Any item issued by a financial institution in a foreign country
- Any item that contains evidence of alteration to the information on the check
- Any item that is incomplete
- Any item that is stale dated or post dated
- Any item that is stamped with a "non-negotiable" watermark
- Any item with a restrictive endorsement
- Any third-party check, e.g., an item(s) made payable to someone other than myself or other authorized signers on the account
- Savings Bond
- Any item made payable to more than one party, unless deposited into an account with the names of all payees
- Any item that is a Remotely Created Check
- Any time that is dated more than six (6) months prior to the date of deposit through the Services
- Any item that has been re-deposited or returned such as "non-sufficient funds" or "refer to maker" or returned for any other reason
- Any item not made payable in United States dollars
- Any state-issued registered warrant
- Any money order, traveler's check, or gift check

Confidentiality. I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

Check Requirements. Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check. My endorsement will include the account number to which I am making the deposit, including the share ID, and legibly print the words "For PSCU Mobile Deposit Only". I agree to follow any and all other procedures and instructions for use of the Services as you may establish from time to time. The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. I agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC. I agree that the image of the check transmitted to you shall be deemed an "Item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in California. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Storage of Original Checks. I must securely store each original check. If I am using the Services to deposit items into an Account I am party to, I understand this means the original check(s) must be accessible for a period of fifteen (15) days after the transmission to you. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks. During the fifteen (15) day retention period, I will promptly provide any retained check, or a sufficient copy of the front and back of the check, to you as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for your audit purposes. If I am unable to provide a sufficient copy of the front and back of the check I will be liable for any unresolved claims by third parties.

Accountholder's Warranties. I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

- Each image of a check transmitted to you 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(s) 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 your Services, there are no other duplicate images of 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 you.
- I have and will retain possession of each original check deposited using the Services and no party will submit the original check for payment.
- Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.
- 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.
- My Account into which I deposit checks using the Services, and the funds from such checks, are only used for consumer purposes and not for business purposes.
- I will not use the Services and/or my Accounts for any illegal activity or transactions.

Securing Images on Mobile Devices. When using Mobile Remote Deposit, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

Accountholder's Indemnification Obligation. I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Disclosure and Agreement.

In Case of Errors. In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Disclosure and Agreement, I will immediately contact you regarding such error or breach as set forth below. By phone: (888) 858-6878 or by email at service@pacificservice.org

Limitation of Liability. I UNDERSTAND AND AGREE THAT YOU WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY ME OR ANY THIRD PARTY ARISING FROM ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS DISCLOSURE AND AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF YOU HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. PACIFIC SERVICE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR PACIFIC SERVICE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL DEVICE HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Charges for Use of the Services. All charges associated with the Services are disclosed in your [Fee Schedule](#), which accompanies this Disclosure and Agreement.

Warranties. I UNDERSTAND AND AGREE THAT MY USE OF THE SERVICES IS AT MY RISK. I UNDERSTAND THAT PACIFIC SERVICE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU MAKE NO WARRANTY THAT THE SERVICES WILL MEET MY REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

Change in Terms. You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

Termination of the Services. I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time without notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

Relationship to Other Disclosures. The information in this Disclosure and Agreement applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

Assignment. I may not assign this Disclosure and Agreement to any other party. You may assign this Disclosure and Agreement at any time in your sole discretion. You may also assign or delegate certain of your rights and responsibilities under this Disclosure and Agreement to independent contractors or other third parties.

Governing Law; Personal Jurisdiction. I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the state of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the state of California.

Periodic Statement. Any mobile remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services no later than 60 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

Force Majeure. I understand and agree that you are not responsible or liable for loss, liability, damages, expenses, or cost of any kind resulting from any delay in the Services due to causes beyond your reasonable control, including, but not limited to, earthquakes, floods, fires, power outages, computer or telecommunications systems failures, or acts of terrorism.

Severability. A determination that any provision of this Disclosure and Agreement is unenforceable or invalid shall not render any other provision of this Disclosure and Agreement unenforceable or invalid.