

# Remote Deposit Capture Disclosure

## Frontwave Credit Union

### REMOTE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean the member that applied for, and/or any person that uses, any of the Remote Deposit Capture (RDC) Services aka: FRONTWAVE Mobile Deposit (the "Services") described in this Disclosure and Agreement. The words "you," "your," and "yours" mean Frontwave Credit Union. My Application for use of the Services, your notification of approval of my application, and my Frontwave Credit Union Account Terms and Conditions Agreement ("Account Agreement") are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a conflict between this Disclosure and Agreement and my Application, your approval, or the Account Agreement, this Disclosure and Agreement will control.

**Use of the Services.** Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper 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 in the System Requirements below. 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 via onscreen messaging and/or email notification. 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. I acknowledge that you are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image.

**Indemnification.** *Notwithstanding anything to the contrary, I agree that you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to defend, indemnify, and hold you harmless any loss you suffer because of your acceptance of the remotely deposited check. 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 Service, (ii) copy or reproduce all or any part of the technology or Service; and/or (iii) interfere, or attempt to interfere, with the technology or Service.*

**Compliance with Law:** I agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations. I promise to defend, 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.

**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 indorse the back of the original check. My endorsement will be in accordance with the payee name. 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. 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.

**Rejection of Deposit.** I agree that 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 charged to you as a result of 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(s).

**Email Address.** I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt or rejection of remote deposit items and other important notices or information.

**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, thirdparty 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 branch offices, shared branches or through your proprietary ownership or CO-OP ATMs, or by mailing the original check to you at: Frontwave Credit Union at, 1278 Rocky Point Dr., Oceanside, CA 92056. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you.

**Business Days, Branch Hours and Holidays.** I may visit your website at: [www.frontwavecu.com](http://www.frontwavecu.com) or call your Member Solution Center at 1.800.736.4500 for specific Business Days, Branch Hours and Holidays.

**SPECIAL NOTE:** For purposes of the Services, Business Days does not include Saturdays, Sundays or Federal Holidays.

**Funds Availability.** I understand and agree that for purposes of deposits made using the Services, the place of deposit is Oceanside, California. With regard to the availability of deposits made using the Services, such funds will be available as set forth in the General Policy, below.

**General Policy.** I agree that Services are available only to members in good standing who meet qualifications set forth by you. I further agree and acknowledge that these services are not guaranteed and can be revoked for cause, or by business decision of the credit union to do so. I must have an active "Primary or Dividend Plus" checking account in good standing with you as one of the qualifications for the Services. I acknowledge and agree that your general policy is to make the funds I deposit into my Account(s) available within two (2) the business days of receiving the deposit. To determine the availability of my deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. Deposits made before 3:00 pm (PST) on a business day that you are open, will be posted the day of deposit. Deposits made after 3:00 pm (PST) or on a day you are closed, will be deposited on the next business day you are open.

I understand that you reserve the right to place an extended hold on funds deposited in to my account(s) for any of the following reasons:

- My account does not have the amount of the check in it;
- The deposit check is an Unacceptable Deposit Item as defined in this Disclosure and Agreement;
- Account has been repeatedly overdrawn in the last 6 months;
- Deposits total more than Deposit Limits as stated in this Disclosure and Agreement;
- The deposit check has been returned unpaid;
- Item has restrictive endorsement;
- Tax refund check payable to two payees, only has one endorsement;
- Postdated checks or not dated with current date within 6 months;
- Any reasonable cause to believe that the item is counterfeit, has been altered or tampered with.
- You have reason to doubt collectability.
- My membership has been established within the last 12 months.

**Deposit Limits.** I understand and agree that for purposes of deposits made using the Services, the following deposit limits (which can change or be subject to exception on a case-by-case basis) apply:

- **Per Deposit Limit** – The maximum dollar amount permitted for a single deposit is \$2500.
- **Daily Deposit Limit** – The maximum dollar amount permitted for a single day is \$5000.
- **Rolling 30-Day Deposit Limit** – The maximum dollar amount permitted for a rolling 30-day period based on calendar days which include weekends and Federal holidays is \$15,000.

**SPECIAL NOTE:** I agree that you are not liable for any fees associated with funds not being made immediately available on deposits. I may visit your website at [www.frontwavecu.com](http://www.frontwavecu.com) or call 1.800.736.4500 to obtain my current available balance.

**Internal Controls.** I understand and agree to adhere to the internal controls as described within this Disclosure and Agreement.

**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:

- 1) 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.
- 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- 3) I will not deposit or otherwise indorse 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
- 8) I have not knowingly failed to communicate any material information to you.
- 9) I have possession of each original check deposited using the Services and no party will submit the original check for payment.
- 10) Files and images transmitted to you will contain no viruses or any other disabling features (i.e., Malware or Spyware) that may have an adverse impact on your network, data or related systems.

**Storage of Original Checks.** I agree to securely store each original check that I deposit using the Services for a period of sixty (60) days after transmission to you. After such period expires, I will destroy the original check in a proper manner, so as to completely preclude its re-use (e.g., cross shredding). I understand and agree that I am responsible for any loss caused by my failure to properly secure or destroy the original checks.

**Securing Images on Mobile Devices.** When using the Services, 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 defend, indemnify and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from: (a) My failure to abide by or perform any obligation imposed upon me under this Agreement, (b) the willful misconduct, fraud,

criminal activity, intentional tort or negligence by me; (c) the actions omissions or commissions by me; (d) and any transmission or instruction, whether or not authorized, acted upon by you in good faith. By 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.

**Limitation of Liability.** I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement and or negligence.

**Force Majeure.** I agree that you shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of, or failure to perform its responsibilities hereunder due to causes beyond your reasonable control.

**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 in your Error Resolution Notice stated in the Account Agreement. I may telephone you at: **1.800.736.4500**.

**Charges for Use of the Services.** I acknowledge that all charges that may be associated with the Services are disclosed in your current Schedule of Fees and Charges, and are available on your website at: [www.frontwavecu.com](http://www.frontwavecu.com) or on request, which Schedule of Fees and Charges, as it may be changed by you from time to time, is incorporated herein by reference as if fully set forth.

**Warranties.** I UNDERSTAND THAT YOU DO 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. I AGREE THAT YOU ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR YOUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OTHER EQUIPMENT OR NEGLIGENCE.

**Change in Terms.** I agree that you may change the terms, conditions and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing or other acceptable means 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 me 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. I acknowledge and agree that you reserve the right to terminate my use of the Services at any time upon immediate notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account(s).

**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.

**Governing Law.** 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 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 by no later than sixty (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.

**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 established by you from time to time.

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

- 1) Any item drawn on my account.
- 2) Any item that is stamped with a "non-negotiable" watermark.
- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is "stale dated" or "post dated."
- 7) Any item that exceeds the limits (daily or otherwise) as set forth in this Disclosure and Agreement.
- 8) Travelers Check.
- 9) Third-party Check.
- 10) Savings Bonds.
- 11) Money orders
- 12) New account starter checks

**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 you or I 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 of you and I 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 you or me. No officer, employee, agent, servant, or independent contractor of either you or me shall at any time be deemed to be an employee, servant, agent, or contractor of the other for any purpose whatsoever.

**Assignment.** This Disclosure and Agreement will bind and inure to the benefit of you and me, and to our successors and permitted assigns. I may not assign my rights under this Disclosure and Agreement to any other party without your prior written consent.

**Severability.** I agree that should any provision of this Disclosure and Agreement be determined to be illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable, and such illegality or unenforceability shall not affect any other provision of this Disclosure and Agreement.

Rev. 11/12/2018