



REMOTE DEPOSIT SERVICES USER AGREEMENT

This Remote Deposit Anywhere ("Remote Deposit") User Agreement ("Agreement") contains the terms and conditions for the use of Matador Community Credit Union's ("us", "we" or "our") Remote Deposit service that we may provide to an individual that is the owner of an account or a party-in-interest to an account (such as a grantor, power-of-attorney or co-trustee of a trust account) ("you" or "your"). Other agreements you have entered into with Matadors Community Credit Union, including your Membership, as amended from time to time, are incorporated by reference and made a part of this Agreement.

Acceptance. Your use of Remote Deposit constitutes your acceptance of this Agreement. We reserve the right to change the terms of this Agreement. You will be notified of material changes. Your continued use of Remote Deposit will indicate your acceptance of the revised Agreement. We also reserve the right, in our sole discretion, to change, modify, add, or remove portions from this Agreement. Your continued use of Remote Deposit will indicate your acceptance of any such changes to the Agreement.

The Service: Remote Deposit enables you to use a compatible handheld device to capture an image of original paper checks (Original Checks) that are drawn on or payable through U.S. financial institutions (each a Check Image) and to electronically submit the Check Image and associated deposit information to us from your handheld device for deposit into a designated eligible Account for collection thereafter by us. A Check Image submitted to us electronically for deposit is not deemed received until we accept and confirm receipt of your Check Image deposit. Remote Deposit is designed to take advantage of the Check Clearing for the 21st Century Act and its regulations (collectively, Check 21).

Member Eligibility: Your use of Remote Deposit is subject to these requirements:

1. You must have or acquire and maintain a compatible handheld device and a wireless plan from a compatible wireless carrier
2. You must have the Matadors Community Credit Union App installed on your smart phone device.
3. Your account must be opened a minimum of 30 days to access this service.
4. Your account must be in good standing to qualify, and we must approve, your eligibility. We can impose any other eligibility requirements on the use of Remote Deposit at any time.

Deposit Limits: We may establish limits on the dollar amount and/or number of items or deposits (and may change the limits at any time). You may scan and submit Check Images for deposit to us within the dollar limits (Deposit Limits) established for you by us. We reserve the right to limit the frequency and dollar amount of deposits submitted through Remote Deposit. If you exceed the Deposit Limits established for you, we may in our sole discretion accept or refuse the Check Image deposit. If at any time we accept a Check Image deposit that exceeds your Deposit Limits, we will have no obligation to do so in the future. We may, at any time in our sole discretion, raise or lower your Deposit Limits.

Funds Availability: Items transmitted using Remote Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, and therefore longer hold delays may apply to these deposited items. Remote Deposit checks submitted before 4:00 p.m. (PST) on a business day will be reviewed and processed the same day, otherwise Remote Deposit checks will be reviewed and processed the next business day. A business day is any day except Saturday, Sunday and holidays. Funds that you deposit using Remote Deposit may not be immediately available to you. Acknowledgment that your Check Image deposit has been received by us does not mean that the Check Image deposit was received error free.

Availability of funds will differ based on the account status and other account requirements or limitations.

The following check items are not accepted for deposit through Remote Deposit:

- Items that do not contain the described restrictive endorsement.
- Items displaying a "non-negotiable" or "void" notation or watermark.
- Items containing an alteration on the front of the check, 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.

- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Federal Reserve Board Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are money orders, traveler's checks or savings bonds.
- Items made payable to a third party (i.e., any person or entity other than you).
- Items that are in violation of any federal or state law, rule, or regulation.
- Checks or items prohibited by the Credit Union's current procedures relating to Remote Deposit or are otherwise not acceptable under the terms of your Credit Union account.
- Items with any endorsement on the back other than what is specified in this Agreement.

You agree to follow any and all other procedures and instructions for use of the Remote Deposit service as the Credit Union may establish from time to time.

Requirements for Electronic Images: Prior to creating an Electronic Image of a check, you must add the words "Mobile Deposit Only at MCCU" below your signature endorsement on the back of the check, or as otherwise instructed by the Credit Union. The Credit Union reserves the right to refuse to accept any check for deposit through Remote Deposit that does not bear the above restrictive endorsement.

An "Electronic Image" must contain: (i) a complete, legible and accurate image of the front of the check showing the name of the drawer/payor, signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information; and (ii) a complete, legible and accurate image of the back of the check showing your signature endorsement.

Receipt of Deposit. We will acknowledge receipt of your Check Image deposit submitted through Remote Deposit, via email, and will notify you if a Check Image is not eligible for deposit. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. We reserve the right, at our sole and absolute discretion, to reject any image for Remote Deposit into your account. We will notify you of rejected images.

Remote Deposit Unavailability: The ability for us to provide Remote Deposit is conditioned upon the availability of the wireless services and systems used in transmitting your requests and our response. We shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of Remote Deposit, wireless service, and/or systems resulting from the act or omission of any third party or other causes not reasonably within our control.

Returned Deposits. Any credit to your account for checks deposited using Remote Deposit is provisional. If original checks deposited through Remote Deposit are dishonored, rejected or otherwise returned unpaid for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

Fees: There is no charge to use this service. However, returned items/non-sufficient funds fees are disclosed in the credit union's Schedule of Fees and Charges, as amended from time to time, a copy of which accompanies this Agreement. At any time, in our discretion, we may add to or modify disclosed fees, subject to any prior notice requirements under applicable law (see Amendments). Your continued use of Remote Deposit after the change becomes effective shall constitute your agreement to pay the disclosed fee. You may designate in writing the account from which such fees may be charged; however, you authorize us to charge such fees to any account you maintain with us in the event that a specific account has not been designated by you in writing or if there are insufficient funds in the designated account.

Record Retention: It is your responsibility to ensure the safekeeping or destruction of the original item after the item has been transmitted. You should securely store each original check(s) for a period of ninety (90) days after you receive confirmation that your

deposit has been accepted. Please note that you are solely responsible for the security and storage of the original checks and you are solely liable for any loss or misappropriation of these checks. Original checks that are no longer stored should be disposed of in a secure manner designed to ensure that they cannot be read or recreated.

Compliance with Law. You will use Remote Deposit for lawful purposes only and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations.

Your Responsibilities: You agree that you will use Remote Deposit to scan only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with us. All other items may be deposited by alternate methods such as in person or by mail.

You understand that we are not obligated to accept or deposit any Check Image that, in our sole discretion, we determine to be ineligible for Remote Deposit.

Ineligible items include:

1. Check Images of items drawn on banks located outside the United States
2. Check Images that are illegible, images of checks previously converted to Substitute Checks as defined by Check 21
3. Check Images with unreadable MICR information. The quality of any Check Image must comply with the requirements established from time to time by any regulatory agency, clearing house or association.

You acknowledge and agree that even if we do not identify a Check Image as ineligible, the Check Image may be returned to us because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. Our failure to identify a Check Image you transmit to us as ineligible shall not preclude or limit your obligations.

Member Warranties and Indemnifications:

By using Remote Deposit, you represent and warrant all of the following to be true:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Remote Deposit service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.
- You will not attempt to deposit or otherwise negotiate any original check that you have previously presented to us as an Electronic Image through the Remote Deposit service. You will not attempt to present a duplicate Electronic Image.
- You agree to indemnify, defend and hold the Credit Union, its directors, officers, employees, and agents harmless for any losses, liabilities, damages, claims, costs, or expenses (including reasonable fees) arising from its reliance on these representations and warranties, as well as any of the following:
 - Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
 - Calculation or data entry errors made by you.
 - Any material breach of this Agreement or violation of any applicable law, statute, or regulation in the performance of your obligations.
 - Your failure to securely maintain your hardware, your security credentials, or to securely maintain or dispose of any original check.

This indemnification will be effective regardless of whether the check accepted for deposit by the Credit Union contained a restrictive endorsement. This section shall survive the termination of Remote Deposit.

How to Notify us in Case of Errors:

If you believe there has been an error with respect to any original check or Electronic Image transmitted to the Credit Union for deposit, call us at 818-993-6328 or write to us at 20045 Prairie Street, Chatsworth, CA 91311. You will be asked to produce the original item and may be asked to complete a written statement in support of your claim.

You agree that we may provide you with all disclosures, notices, and other communications about Remote Deposit, and any future amendments, changes, or additions to this Agreement in electronic form. At your request, we agree to provide you with a paper copy of this Agreement by calling (818) 993-6328. Your consent to receive notices and updates in electronic form only will apply for as long as you use Remote Deposit. You may withdraw your consent to receive electronic communications at any time by calling (818) 993-6328. This Agreement may be downloaded at www.matadors.org.

We may amend or change the terms and conditions stated in this Agreement (including changes in the fees and charges hereunder) by giving notice to you as required by law or regulation. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of Remote Deposit or the safety of our relationship with you or is otherwise required immediately by law or applicable regulation.

The following provisions are applicable to sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not consumer accounts and are not maintained primarily for personal, family, or household purposes:

1. We are not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by Remote Deposit or the use of Remote Deposit except as otherwise expressly provided for in this Agreement or by applicable law. You are responsible for any unauthorized use of Remote Deposit and any loss or damages incurred due to the unauthorized access to your Accounts.
2. If any person with authorized access through Remote Deposit is no longer authorized, it is your responsibility to notify us. We shall not be liable or responsible to you for any transactions conducted by any person whose authority to conduct transactions is no longer in effect until we are expressly notified.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF REMOTE DEPOSIT 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 REMOTE DEPOSIT (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (III) THAT THE RESULTS OBTAINED FROM REMOTE DEPOSIT WILL BE ACCURATE OR RELIABLE, AND (IV) THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGE ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE REMOTE DEPOSIT OR FOR ANY LOSS OF DATA, EVEN IF WE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.