

# **TERMS AND CONDITIONS ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE MOBILE DEPOSIT SERVICE AGREEMENT**

**Last Updated August 2022**

When you log on to People's Community Federal Credit Union's Online and Mobile Banking service (PCCU Online and Mobile Banking), using your Username and Password, you agree to be bound by the terms of this Online and Mobile Banking Agreement and Disclosure and Mobile Deposit Service Agreement. Please read it carefully. If you and others you permit to use this service do not agree to the terms and conditions of this Agreement and Disclosure, you may not use PCCU Online and Mobile Banking. You may print this document or you may receive a copy of it along with other agreements that govern your accounts and services with us by contacting us at our Member Service Center as shown below:

People's Community Federal Credit Union  
Attn: Member Service Center  
PO Box 764  
Vancouver, WA 98666  
Phone: 800-252-6525

## **ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE**

In this Agreement and Disclosure, the words "you" and "your" mean a member using PCCU Online and Mobile Banking (also referred to as simply Online Banking), and the words "we," "us," and "our" mean People's Community Federal Credit Union. The word "account" means any account you have with us that is listed under your name and your tax identification number. All references to time of day in this Agreement and Disclosure refer to Pacific Standard Time.

Your account(s) and the use of PCCU Online and Mobile Banking are also governed by People's Community Federal Credit Union's Terms and Conditions, Website Operating Policy Web Links Disclaimers, Visa® Debit Card Disclosure, Visa® Credit Card Agreement, Membership and Account Agreements, Electronic Funds Transfer Disclosure, Truth and Savings Disclosure and Funds Availability Disclosure which are provided to you when you open your account. You can also view these disclosures on our Website ([www.peoplescu.org](http://www.peoplescu.org)).

## **ELECTRONIC COMMUNICATIONS**

You agree to receive this Agreement and Disclosure and any and all disclosures or Notices required by federal and state law and regulation and all other communications, electronically to the e-mail address you designate in your User Profile Settings. You also agree that we may respond to any communication you send to us with an electronic communication, regardless of whether your original communication to us was an electronic communication.

Any electronic communication sent to you by us will be considered received within three (3) calendar days of the date sent by us to the e-mail address you designate in your User Profile Settings, or via our Secure E-mail located within the Online Banking Service, regardless of whether you log on to the Online Banking Service within that time frame. You are deemed to have received any electronic messages sent to you when they are made available to you. You may print a copy of such communications using the "print" function of your software. We may not immediately receive e-mail that you send to us. To the extent permissible under applicable law, any

electronic communication you send to us will not be effective until we receive and have had a reasonable opportunity to act on such e-mail message. You should not rely on e-mail if you need to communicate with us on an immediate basis. We, therefore, strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized transfers or errors or requests for stop payments) to us by calling our Member Service Center at 800-252-6525. We may, however, require you to provide us with written confirmation of any oral or electronic stop payment request or notice of alleged error.

## GENERAL INFORMATION

PCCU Online and Mobile Banking is a consumer electronic banking service that allows you to access account information, check balances, transfer funds, and, if you elect, pay bills (see separate Terms and Conditions of the Bill Payment Service) on the Internet by using a personal computer (referred to in this agreement as "PC" including those using a Windows or Mac operating system) or a mobile access device. In order to use PCCU Online and Mobile Banking, you must be a member of People's Community Federal Credit Union. Additionally, you will need a PC or mobile access device with Internet access with the latest browser version of Microsoft Internet Explorer, Google Chrome, Mozilla Firefox or Apple Safari. Older browser versions and/or operating systems (OS) may result in unsupported browser/OS combinations. We are not responsible for a lack of access to PCCU Online and Mobile Banking due to an unsupported browser/OS combination.

You can use your PC or mobile access device to access PCCU Online and Mobile Banking any time, day or night, seven days a week. However, PCCU Online and Mobile Banking may occasionally be temporarily unavailable due to credit union record updating, maintenance, or technical problems. Interruption of service or access caused by your Internet service provider will also prevent your use of PCCU Online and Mobile Banking. You are responsible for charges assessed by your Internet and wireless service providers and for your hardware, mobile access device, software, and maintenance.

PCCU Online and Mobile Banking is limited to personal accounts only and does not include business or other commercial accounts. You must be a signer on an Account in order to access it through PCCU Online and Mobile Banking. Further, we reserve the right to deny account transactions under certain circumstances.

## ONLINE BANKING ACCESS

### Business Days

You can use Online Banking 24 hours a day, 7 days a week, except during any special or scheduled maintenance. For transferring funds (deposits or payments) between your People's Community Federal Credit Union account and a third party, the business days are Monday through Friday, not including Federal holidays.

### User Access

You will be able to first access your account by using your PC and going to [www.peoplescu.org](http://www.peoplescu.org). There you will click on Enroll and be taken to a new screen where you will enter your People's Community Federal CU Member Number in the Member Number field and your full Social Security Number. You will then select a User ID and Password. The User ID cannot contain spaces or the following special characters: = # \* + ] [ \ " % ~ ` } { ^ < > &. Passwords must contain at least 8 and no more than 32 characters, both lower and upper case and at least one number.

You cannot access Online Banking for the first time with a mobile access device. Your User ID and Password will allow access, and all available transaction capabilities, to your enrolled account. If you are an owner on more than one account, you may request that the Credit Union link additional accounts to your User ID.

## Enrollment

**Select User ID:** Upon your first login, you will be required to select a User ID that must consist of at least eight (8) and no more than thirty-two (32) characters. The User ID can contain no spaces, and only the following special characters: ! @ \$ ( ) \_ - ; ; ?

**Change Password:** Upon your first login, you will also be required to select a new Online Banking password that must consist of at least eight (8) and no more than thirty-two (32) characters. It must contain both upper and lower case letters and at least one number. This change will not affect your Call- 24 PIN, as it will only change your Online Banking password. You may change your password at any time by using the User Options in the My Profile section. For your protection, we recommend that you periodically change your password and not use a previous one.

## FEE AND SERVICE CHARGES

There is no charge for the use of Online Banking. The standard fees for such services as requesting stop payments, check copies, statement copies, and outgoing wire transfers will continue to apply as disclosed in our Rate and Fee Schedules. You are responsible for all Internet service fees that may be assessed by your Internet or cell phone service provider, and any other charges related to your access to PCCU Online and Mobile Banking. There is no charge for the use of the Bill Payment Service; however, there are charges for certain types of transactions within the Bill Payment Service.

## ONLINE BANKING TRANSACTIONS

Online Banking allows you to perform various account inquiries and transactions, as described in the Account Access section below. All bill payments and transfers are subject to the terms and conditions of the Account being accessed, as well as the Bill Payment Terms of Service. There is a \$50,000 single/daily limit on the dollar amount of transfers, and there is no limit on the number of transfers (except as noted below per Federal Regulation D) you may make as long as the transaction does not cause the balance in your account to be less than zero. However, we are not required to complete a transfer from any account if you do not have sufficient available funds in that account, free of legal restrictions.

The Federal Reserve Bank Regulation D limits the number of transfers and check withdrawals from savings accounts. You may make up to a total of six (6) pre-authorized, automatic, or telephone transfers or payments per calendar month from your savings account to other accounts or to third parties. Transfers from savings accounts made through Online Banking are counted against the permissible number of transfers.

## Account Summary

PCCU Online and Mobile Banking is an online, real-time system that will show up-to-the minute account activity. Occasionally, the balance figure in your accounts may not reflect your most recent transactions due to credit union record updating or systems downtime. Also, the available balance figure may include funds that may not be immediately available for withdrawal. Not all functions and services of Online Banking are available in the Mobile App.

## Account Transfer

You may transfer funds electronically between your accounts at People's Community Federal Credit Union on which you are a signer/owner. You may transfer available funds provided there are no other holds on the Accounts. You cannot transfer to or from a certificate account. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited by other agreements, or as a security measure to deter fraud. We reserve the right to refuse any transaction that would draw on insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our reserve requirements on that account.

Upon completion of a transfer using Online Banking, you will be given a reference number. You should keep a record of these numbers. No printed receipts are issued through Online Banking. You should print the confirmation screen of your payment to keep for your records.

One-Time Transfers between accounts take place immediately, therefore, you cannot cancel or change a transfer once you have confirmed it and submitted it. Recurring Transfers can be canceled at any time so long as the transfer has not already occurred.

## E-Mail

Because normal Internet e-mail transmissions may not be secure, you agree to contact us electronically through Online Banking secure e-mail. Secure e-mail is not available in the Mobile App. You also agree to receive communications regarding your account, including change-in-terms notices regarding Online Banking, electronically and will not attempt to circumvent receiving any messages.

## Security Procedures

You must enter your User ID and Password at the start of every Online Banking session. Your User ID and Password are confidential, and you are responsible for safekeeping them. You agree not to disclose or otherwise make your User ID or Password available to anyone not authorized to withdraw funds from your Account.

You are responsible for all of the activity and transactions on your accounts, including those performed by others who have been authorized to use your User ID and Password. For example, if you permit another person(s) to use your User ID and Password to access Online Banking, you are responsible for any transactions performed by that person on your Account, whether authorized by you or not.

You acknowledge that if you share your User ID and Password with a non-owner, they will have full electronic access to all of your related accounts at People's Community Federal Credit Union.

Your Online Banking transactions are private and secure as the latest technology was applied in creating the Online Banking security architecture. If you wish to learn more about Online Banking security, please click on the Fraud Alerts and Preventions section under Resources on our home page ([www.peoplescu.org](http://www.peoplescu.org)).

To protect the integrity and response time of the system, we may establish on-line time limits for each of your Online Banking sessions. The maximum time limit may change from time to time. Also, for your account safety, a "lock-out" feature will deny access to your accounts in the event there are too many invalid login attempts on the account.

## LIMIT OF OUR AND OTHER PROVIDER'S RESPONSIBILITY

We agree to make reasonable efforts to ensure full performance of PCCU Online and Mobile Banking. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet or cell phone service provider providing connection to the Internet or caused by any browser software.

We are not responsible for any direct, indirect, special, incidental, or consequential damages arising in any way out of your use of PCCU Online and Mobile Banking.

## YOUR LIABILITY FOR UNAUTHORIZED USE

Tell us AT ONCE if you believe your User ID and/or Password has been lost or stolen, or if they have been used, or may be used, without your permission. Telephoning us is the best way of minimizing your losses. Please use the telephone number and address shown in this agreement to contact us.

## ERRORS OR QUESTIONS

If you believe there has been an error or you have a question about a transfer, please refer to the Error Resolution Notice in our Electronic Funds Transfers disclosure for instructions on what to report to us. Call or write to us if you have any questions. Please use the telephone number and address shown in this agreement to contact us.

## TERMINATING THE ONLINE AND MOBILE BANKING AGREEMENT

You may end your rights to use Online Banking by telling us in writing. We may end your rights to use Online Banking for any reason and at any time without telling you. You are considered inactive after 180 days of inactivity.

If more than one person is authorized to withdraw funds from your account or if another person uses Online Banking to access your Account, we cannot stop that person from using Online Banking unless we end this agreement. We are not responsible for notifying account holders of the status of this agreement with their joint account holders.

If you end your rights to use Online Banking, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your written notice. Once we have acted upon your notice, we will make no further transfers or payments from your account, including transfers or payments you have previously authorized.

However, you must cancel any automatic recurring payments using Online Banking prior to closing your account, otherwise we will continue to make such payments.

If we end your rights to use Online Banking, we reserve the right to make no further transfers or payments from your account, including any transaction you have previously authorized.

If either you or we end your rights to use Online Banking, we will no longer have to complete any of your Online Banking transactions. You will remain obligated to us under this Agreement for all your Online Banking transactions even if they occur or are completed after this Agreement is ended.

#### OTHER CONDITIONS

You are responsible for complying with all terms of this agreement and the regulations governing the deposit and credit accounts that you access using Online Banking. We can terminate your Online Banking privileges without notice to you if you do not pay any fee required in this agreement when due or if you do not comply with any of the other terms and conditions of this agreement.

#### CHANGE IN TERMS

You agree to receive electronic notice of change in terms affecting your use of Online Banking. We will deliver the electronic notice to you at least 30 days before the effective date of any change in a term or condition disclosed in this agreement if the change would result in increased costs or liability to you or stricter limitations on transfers you may make. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice.

#### PROPRIETARY RIGHTS

You acknowledge and agree that People's Community Federal Credit Union and its licensor own all rights to this Website and the content displayed on the site. You are only permitted to use this content as expressly authorized by the Online Banking service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the technology, including, but not limited to, any java applets associated with People's Community Federal Credit Union's Online and Mobile Banking service. Your right to use Online Banking is personal to you; therefore, you agree not to resell or make any commercial use of the service.

#### GOVERNING LAW

The federal laws of the United States of America and the laws of the State of Washington govern this Agreement unless otherwise required by federal or state law. Any issue relating to an account or service with us that you access through Online Banking shall be governed by the laws specified in the agreement for that account or service if there is a separate agreement for that account or service. In the event of any conflict between these provisions and any applicable law or regulation, these provisions shall be deemed modified to the extent, and only to the extent, required to comply with such law or regulation.

#### MOBILE DEPOSIT SERVICE AGREEMENT

This Mobile Deposit Service Agreement ("Agreement") between People's Community Federal Credit Union ("Credit Union" or "we") and Member governs the Mobile Deposit service ("Mobile Deposit" or "Service") provided to Member by Credit Union. By enrolling for or using the Service, Member agrees to the terms and conditions set forth in this Agreement. Credit Union may supply Member with additional online manuals, requirements, procedures, or specifications (collectively "Documentation") for use of the Mobile Deposit Service. All Documentation supplied by Credit Union is incorporated into this Agreement as if fully set forth herein. The Mobile Deposit Service is also subject to the terms and conditions of the People's Community

Federal Credit Union Membership and Account Agreement. To the extent of any conflict, the provisions of this Agreement will govern the Mobile Deposit service.

1. **Equipment/Software.** All equipment used in connection with the Mobile Deposit service must satisfy technical specifications and requirements set forth in the Documentation. Such technical specifications and requirements may change from time to time in Credit Union's sole discretion. Member assumes responsibility for any loss, damages, claims, expenses, or liability arising from malfunction of Member's equipment. Credit Union will not be responsible in any manner for any deficiency caused in whole or in part by inaccurate or otherwise deficient data programs, equipment, or communication facilities provided by Member or parties other than Credit Union. In addition, Member agrees that Member will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the Mobile Deposit technology or Service; (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

2. **Access to Service.** Items deposited through the Service must be deposited into a checking account. If Member does not maintain an account in good standing or abuses the Service, Member will no longer be eligible for the Service. Member must be a credit union member for 30 days or more and over the age of 18 to be eligible for the Service. Credit Union may choose to not offer the Service to any Member for any reason. Mobile Deposit is accessed through the Online Banking software access point. Member shall maintain the confidentiality and security of any passwords, security information, or devices used to access the Mobile Deposit service.

3. **Eligible Items.**

a. **Type of Item.** Using the Mobile Deposit service, Member may deposit only items drawn on financial institutions located within the United States. Items deposited using Mobile Deposit must be payable in United States Dollars. We will not accept Substitute Checks, Third-party Checks, Stale-dated Checks, Post-dated Checks or Checks drawn by you on an Account of yours at Credit Union. Foreign Items and Remotely created checks are not eligible for deposit using the Mobile Deposit service.

b. **Item Quality.** Items deposited using the Mobile Deposit service must be legible, and must be of sufficient quality to create an image that satisfies all applicable requirements under Regulation CC, this Agreement, and any other written standards that Credit Union provides to Member.

c. **Endorsement.** Each item must be endorsed by or on behalf of the depositor with their signature and the term "For mobile deposit only, PCFCU account # \_\_\_\_\_" in accordance with the instructions in Mobile Deposit.

4. **Image Quality.** Member is responsible for creating images of checks to be deposited through the Mobile Deposit service. Each image of a check deposited through the Mobile Deposit service must accurately represent, in every respect, all the information on the front and back of the check as of the time the check is deposited. Such information includes but is not limited to the amount of the check, the payee, the drawer's signature, and all other elements of a negotiable instrument under Washington Uniform Commercial Code Article 3. The MICR line and information identifying the drawer and paying financial institution must be legible and unobscured. Member's endorsement and any other endorsements or information must also be unobscured. Images must conform to any standards for check image quality adopted by ANSI, the Federal Reserve, and any other standards communicated to Member by Credit Union.

5. **Transmission and Receipt of Files.**

a. File Transmission. Member shall transmit files containing check images and employing methods and procedures specified by Credit Union. Credit Union will acknowledge receipt of files by transmitting a message to Member in the manner specified in the Documentation. Member is responsible for providing Credit Union with a current Internet e-mail address and for notifying Credit Union of any changes. Files are not deemed received by Credit Union until Credit Union has notified Member acknowledging receipt of the file.

Acknowledgment of receipt of a file by Credit Union serves only to confirm that the file was received, and shall not be construed as confirmation that the file complies with the requirements of this Agreement, or is error-free, or that any particular item was included in the file or has been deposited. All deposited items transmitted are reviewed prior to being credited to Member's account. Credit Union shall not bear any liability to any party for errors in transmissions, including images dropped, distorted, or otherwise degraded in transmission.

b. Rejection of Files. Credit Union may in its discretion reject any file transmitted by Member or to reject any item within a file, and shall have no liability of any nature to Member for doing so. Credit Union shall notify Member as soon as reasonably possible when it rejects any file or item transmitted by Member.

c. Receipt and Crediting of Deposits. No item is deposited to Member's account until Credit Union has received and processed the file containing the item, determined the item is acceptable for deposit, and has credited the item to Member's account. Member shall be responsible for verifying that deposits have been posted to appropriate accounts, and shall cooperate in any investigation and resolution of any unsuccessful or lost transmissions with the Credit Union. This may require Member to provide Credit Union with original documents as needed to resolve questions, disputes related to unusual transactions, or poor-quality transmissions.

d. Reconciliation. Credit Union shall notify Member of any discrepancy in a file (such as variation in the amount Member purports to deposit and the amount as determined by Credit Union) within two business days after a file is processed by Credit Union.

6. Duty to Report Errors. Member shall notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one (1) business day after the earliest of discovery thereof or the date discovery should have occurred through the exercise of reasonable care and, in the case of any error, within fourteen (14) days of the date of the earliest notice to Member which reflects the error. Failure of Member to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

7. Deposit/File Limitations. Credit Union has established a daily deposit limit of \$1,500 on the aggregate or individual dollar amount of checks deposited using Mobile Deposit each day. The Credit Union reserves the right to establish different daily limits for all members from time to time and individual members based upon credit risk, subject to notice of such changes. Member agrees to abide by such limits and understands that Credit Union may reject deposits exceeding such limits. Credit Union may establish other limits on transactions by notifying Member.

8. Cutoff Times. Deposits received by 3 p.m. Pacific Time through Mobile Deposit will receive next business day processing based on the business day on which they were received. If accepted, Credit to the Member's account will occur the business day the check has been processed. If the Mobile Deposit is received after 3 p.m. Pacific Time, the Deposit will be treated as if received and processed the next business day. All Mobile Deposits made during a weekend or holiday when the Credit Union is not open will be processed and credited as stated above on the next business day. Some deposits may require administrative approval by Credit Union before they are processed.



9. Funds Availability. Credit Union will generally make funds from items deposited through Mobile Deposit available on the next business day following the processing of the deposit. The cutoff time set forth in this Agreement supersedes the cutoff time set forth in the funds availability policy. For purposes of funds availability, the Credit Union's headquarters is considered as the place of deposit.

10. Clearing and Presentment of Items. Credit Union may present or send items deposited through Mobile Deposit for presentment by any method and procedures Credit Union in its sole discretion deems appropriate. For example, Credit Union may transmit items as images or as data without images, or Credit Union may use images transmitted by Member to create a "substitute check" (also referred to as image replacement document or "IRD"). Credit Union may present or send items for presentment through the Federal Reserve, through local, regional, or national clearinghouses or exchanges, or through any other channel(s) Credit Union deems appropriate.

11. Returned Deposits. Member acknowledges and agrees that items deposited through Mobile Deposit and dishonored or otherwise returned unpaid will be returned to Member in the form of an electronic image, IRD, or paper copy of an IRD. Credit Union shall have no obligation regarding returned deposited items except as provided by applicable law, regulation, Federal Reserve rule or procedure, or clearinghouse rule. A Deposit Item Return Fee may be charged for any returned deposit.

12. Warranties. With respect to each item transmitted to Credit Union through the Mobile Deposit service, Member warrants as follows:

- a. The item is of the type that is permitted to be deposited using the Mobile Deposit service as set forth in this Agreement.
- b. Member is a person entitled to enforce the item or is authorized to obtain payment on behalf of a person entitled to enforce the item.
- c. The original item and the electronic image of the item satisfy all standards set forth in this Agreement and in any additional documentation provided by Credit Union.
- d. The image is not a duplicate of any image or item previously deposited by any method. The image is a true and accurate representation of the front and back of the original check, without any alteration. The drawer of the check has no defense against payment of the check.
- e. The original item will not be deposited in any account or transferred to any other party by any means, 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 that has already been paid.
- f. Credit Union will not incur any loss or liability due to Member's transmission of an image rather than the original check.
- g. All information provided by Member in connection with the item, including but not limited to the image of the item, is true and correct and accurate to the best of Member's knowledge.
- h. The original item will be destroyed in accordance with the terms of this Agreement.

i. Member has handled the original item in accordance with all applicable laws, rules, and regulations. Member has complied with the terms of this Agreement, and any applicable laws, regulations, and with any additional rules, procedures, or guidelines Credit Union has supplied to Member.

j. Member has not transmitted any virus, worm, or data of any kind that will harm Credit Union's information or communication systems.

13. Fees. Member shall pay Credit Union the fees, if any, associated with use of the Mobile Deposit service as set forth in Credit Union's current fee schedule applicable to Member's account.

14. Compliance with Law. Member agrees to use the Service for lawful purposes, and to comply with all applicable laws, rules, and regulations applicable to the Service and to Member.

15. Indemnification. Member agrees to indemnify, defend, and hold Credit Union harmless from and against any and all claims, damages, liabilities, or losses of any nature incurred by or asserted against Credit Union in connection with or related to Member's negligence, intentional misconduct, or breach of this Agreement.

16. Disclaimer of Liability. MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM MEMBER'S USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE, OR FUNCTIONALITY OF THE SERVICE (INCLUDING WITHOUT LIMITATION THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

17. Destruction of Original Items. All original items deposited through the Mobile Deposit service are to be destroyed within sixty (60) days after the date of deposit, unless Credit Union asks Member to retain an original of any specific item(s). Member will undertake reasonable security measures to ensure that such items are protected from theft, loss, or unauthorized access before they are destroyed.

18. Data and Systems Security. Member agrees to implement and maintain appropriate security measures to safeguard the security of images and data in Member's possession or control from unauthorized access or disclosure. In no event shall Member take precautions any less stringent than those employed to protect its own proprietary and confidential information. On request, Member shall provide Credit Union with information regarding Member's internal controls and security procedures. If Credit Union believes that Member's controls, security measures, and procedures are inadequate to safeguard the item images and data maintained by Member, Credit Union may require Member to establish additional controls, security measures, and procedures. Member agrees to indemnify, defend, and hold Credit Union harmless from and against any disclosure of or unauthorized access to any other party's confidential information (such as checking account number and financial institution) maintained by Member. Member agrees to notify Credit Union of any such disclosure, or of any penetration of Member's systems or information security measures by unauthorized parties.

19. Alternate Deposit Method. Credit Union makes no warranty or representation as to availability of the Mobile Deposit service. Member shall maintain backup procedures and capabilities in order to deposit items by an alternate method if for any reason the Mobile Deposit service is inoperative or unavailable.

20. Amendment. The Credit Union may amend the terms of this Agreement and the Service at any time by providing notice to Member.

21. Term and Termination. This Agreement, together with the Membership and Account Agreement shall govern all use of the Service by Member. Either Credit Union or Member may terminate Member's use of the Service at any time for any reason. Notwithstanding termination, this Agreement shall govern the parties' rights, liabilities, and duties as to all items deposited using the Mobile Deposit service before or after termination.

22. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined 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 modification shall not affect any other provision of this Agreement.