

REMOTE DEPOSIT CAPTURE CONSENT AGREEMENT

I acknowledge that I have read, and do hereby accept the terms and conditions contained in this Remote Deposit Capture Consent Agreement. Please print a copy and/or retain this information electronically for your records.

Definitions

As used in this agreement, the words “we”, “our”, “us” and “NICCU” mean North Iowa Community Credit Union. “You” and “your” refer to the accountholder. “Account” or “Accounts” mean your accounts at NICCU.

Agreement

North Iowa Community Credit Union’s (NICCU) Remote Deposit Capture (RDC) provides you the convenience of depositing a check using a mobile device. This service is available to all members who have an established history of handling their account in a responsible manner. While electronically depositing a check provides an easier depositing solution, RDC does not waive the possibility of placing a hold on the funds being deposited. We may delay availability of funds up to and beyond the third business day after the deposit, in our discretion. The following default limits and requirements have been established for all members using RDC. Other limits and requirements may be applicable depending on account:

- The maximum daily dollar amount for RDC is \$1,000
- The maximum daily number of checks for RDC is 3
- All endorsements must be present on the back of the check
- The phrase “FOR REMOTE DEPOSIT CAPTURE ONLY AT NICCU” must be printed under the endorsement(s)
- YOU WARRANT TO NICCU THAT:
 - The check presented for RDC must be legible (i.e. names and amounts)
 - You will only transmit eligible items that are properly endorsed.
 - Images will meet the image quality standards.
 - You will not transmit duplicate items.
 - You will not deposit or re-present the original item once it has been scanned and sent to NICCU, unless specifically requested to do so by NICCU.
 - All information you provide to NICCU is accurate and true.
 - NICCU will not sustain loss because you have deposited an image.
 - you will comply with this Agreement and all applicable rules, laws, and regulations.
 - Items you transmit do not contain viruses.

We will NOT accept the following:

- Checks or items payable to any person or entity other than you.
- Post-dated checks.
- Checks or items containing an obvious alteration to any of the fields on the front of the check or items which you know or suspect, or should know or suspect to be fraudulent.
- Checks or items drawn or issued by you or any other party on any of your NICCU accounts.
- Checks or items not payable in United States currency.
- Items drawn on financial institutions located outside the United States.

- Consumer loans, credit card, or mortgage payments.
- IRA and Share Certificate deposits.
- Starter or counter checks.
- American Express Gift Cards.
- Savings Bonds.
- Checks that require authorization, including insurance checks.
- State-issued registered warrants.
- Checks from another financial institution to a closed account.
- In-store rebates.
- Direct Deposit pay stubs.

We reserve the right to reject or accept a check not listed above.

For best results, make sure the check is not crumpled or containing several creases. Place the check on a flat surface with a light background. You must take a copy of both the front and the back of the check for presentment. You agree to use RDC for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to only transmit acceptable items for RDC and will handle the original item in accordance with applicable laws, rules and regulations.

Availability

Processing of your RDC item may be limited based on our normal hours of operation, or those of third party financial service organizations involved in your transaction. Our normal hours of operation are M – TH 9:00 a.m. – 5:00 p.m., F 9:00 a.m. – 6:00 p.m., and SA 8:30 a.m.-12:30 a.m. We observe all federal holidays. The cut-off time for RDC during our normal hours of operation will be 2:00 p.m. Any RDC deposits made after 2:00 p.m. may be processed the next business day.

You can check your balance to know if your check has been deposited, and if a hold has been placed on the check. Once the check has been electronically deposited, the original check is no longer a valid check, but we recommend that you keep the check as a receipt for at least 60 days. By depositing the check through RDC, you warrant that the original check in your possession has not been deposited at another financial institution, and the image of the check being transmitted 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. You shall not ever re-present the original check.

You understand and agree that RDC may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that RDC is unavailable, we will not be considered in breach or default of this Agreement, and we are not liable in any way for any damages of any kind, and you acknowledge that you can deposit an original check at the credit union or by mailing the original check to North Iowa Community Credit Union at PO Box 1248, Mason City, Iowa 50402. It is your sole responsibility to verify that the item deposited using RDC has been received and accepted for deposit.

Your Liability

You are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. Any authorized user granted by the primary account

holder is equally responsible for adhering to these terms. In the event any item that you transmit for RDC that is credited to your account is dishonored, you authorize us to debit the amount of such item plus any fees incurred from your account.

Your Responsibility

You are responsible for the quality, completeness, accuracy, validity and integrity of the image. You are responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if RDC is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology of RDC, copy or reproduce all or any part of the technology of RDC; or interfere, or attempt to interfere, with the technology of RDC. We and our technology partners, inclusive of, but not limited to, Bradford Scott Data Corporation, retain all rights, title and interests in and to RDC services, software and development made available to you.

Error Resolution

In the event that you believe an error with respect to any original check or image transmitted for deposit has occurred, you need to immediately contact us regarding said error or breach. Any images transmitted to us shall not contain viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

You are required to review your account statements from NICCU and report to us any remote deposit errors you notice within 60 days of the transmittal of the account statement. You should maintain a hard copy of your RDC check for the same period. Failing to notify us and providing the original check results in waiving any rights of recovery for losses against NICCU as a result of using RDC

Termination and Suspension of Privileges

We may terminate your use of RDC, at any time, at our discretion, upon written or electronic notice to you. In the event of termination of RDC, you will remain liable for all transactions performed on your account

Contact Information

Our contact information is as follows: North Iowa Community Credit Union, PO Box 1248, Mason City, Iowa 50402. All notices from you must be made in writing. Legal notice to us shall be effective when directed to our legal department and received at our address.

Indemnification

You shall indemnify and hold NICCU and NICCU's employees, affiliates, agents and technology partners harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from your use of RDC and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

Disclaimer of Warranties and Limitation of Liability

You agree that NICCU shall not be held liable in any manner, if you are unable to gain access to NICCU's website or RDC services, from time to time. You understand that some or all of RDC services and/or other system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond NICCU's control.

WE MAKE NOT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH RDC SERVICES, PROVIDED TO YOU UNDER THE AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT RDC SERVICES WILL OPERATE WITHOUT ERROR OR THAT RDC SERVICES WILL BE AVILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT NICCU AND NICCU'S EMPLOYEES AFFILIATES, AGENTS, AND TECHNOLOGY PARTNERS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNTER THE AGREEMENT OR BY REASON OF YOUR USE OF RDC SERVICES, INCLUDING LOSS OF PROFITS, REVENUE, DATE OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON WARRANTY OR ANY OTHER LEGAL THEORY.

Financial Information

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any RDC services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Assignment

You may not assign this agreement to any other party. NICCU may assign this agreement to any present or future, directly or indirectly, affiliated company. NICCU may also assign or delegate certain of its rights and responsibilities under this agreement to independent contractors or other third parties.

Modification of Terms

We may modify the terms of this Agreement including the right to charge usage fees, from time to time, at our discretion, by notifying you of such modification in writing or electronically. Your use of RDC, after notification of any modification, constitutes your acceptance of the modification.

Attorney's Fees and Costs

If NICCU employs an attorney to protect or enforce any of the provisions of this Agreement, NICCU shall be entitled to recover from you reasonable attorney fees, court costs and all other reasonable expenses necessarily incurred in such proceedings, including attorney fees and costs for the giving of any written notices, as set forth herein.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Personal jurisdiction and venue shall lie in Cerro Gordo County, 19 Iowa.

Federal Law

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Waiver

We may choose to not enforce or delay enforcement of any of our rights under this Agreement, without losing said rights.

Relationship

This Agreement shall not be construed to create, in any way, any joint venture or partnership between the parties.

Default and Remedies

In the event of a breach or default or failure in performance by you, of any obligation or term of this Agreement, we shall have all rights and remedies provided at law or in equity.

Paragraph Headings

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

Affect of Partial Invalidity

The invalidity of any provisions of this Agreement shall not affect the validity or binding effect of the remaining provisions, and such provision shall be more narrowly construed to the extent necessary for it to be valid, or such provision shall be deemed to be deleted, and the remainder of the Agreement shall be enforceable according to its terms.

Other Agreements

Except as stated otherwise, no terms or conditions of any other agreement, you may have with NICCU, will be altered or amended.