



MERRIMACK VALLEY CREDIT UNION
(formerly RTN FCU)

REMOTE DEPOSIT CAPTURE (DeposZip) SERVICES DISCLOSURE AND AGREEMENT

Effective: June 1, 2023

In this Disclosure and Agreement, the words, “Member”, “I”, “me”, “my”, “us”, and “our”, mean the (consumer or business) that applied for and/or use any of the Remote Deposit Capture Services (the “Services”) described in this Disclosure and Agreement. The words “you”, “your”, “yours”, and MVCU mean Merrimack Valley Credit Union. My application, the DeposZip Approval email, (“Approval Email”) received by me subsequent to my application if applicable, this Disclosure and Agreement, as well as your Truth- in-Savings Disclosure, Deposit Account Agreement, Funds Availability Disclosure, Check 21 Disclosure, and the Electronic Banking Disclosure and Agreements (“Account Agreements”) to which I have agreed previously, are hereby incorporated into and made part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the Account Agreements, this Disclosure and Agreement will control.

1. Terms and Conditions.

DeposZip is Merrimack Valley Credit Union’s remote deposit capture service. Remote deposit capture allows a user to scan checks and transmit the scanned images to the financial institution for deposit. **DeposZip allows you to make deposits of checks (“original checks”) into your accounts from your personal computer or remotely via your mobile device. DeposZip captures an image of your original check and delivers the digital image and associated information to us or our processor.** The financial institution in turn transmits the scanned image, ACH data, or a substitute item to the paying financial institution for collection.

Certain member eligibility requirements apply to use DeposZip. **Members are required to be enrolled in either MVCU’s (formerly RTN FCU) online banking or mobile app, apply for enrollment into DeposZip and meet eligibility requirements.** To be eligible to use this service, I must be an individual member or a business member in good standing with you, be registered to use your online banking product or mobile app and at least one member must be at least 18 years of age. Membership in good standing includes, but is not limited to, no overdrafts, return items or delinquent loans. Members not in good standing can re-apply for the DeposZip service after 90 days.

2. Service and Service Terms.

The following terms and conditions apply to the Services for MVCU’s remote deposit capture services (“DeposZip”). I acknowledge and agree that the Services or any portion of the Services may be provided by one or more subcontractors. Capitalized terms used herein and not otherwise defined shall have the same meaning specified in other account disclosures I have received from you.

3. Overview and definitions.

This Agreement states the terms and conditions by which MVCU will deliver the Services as described below:

1. "Authorized User" means Member or agent of Member.
2. "Business Day" means any day which MVCU is open to conduct substantially all of its banking services, but shall not include Saturday, Sunday or Federal holidays.
3. "Capture Device" means any device acceptable to MVCU, which provides for the capture of images from the original items and for transmission through a clearing process.
4. "Check" shall have the definition set forth in Check 21.
5. "Check 21" means the Check Clearing for the 21st Century Act, as well as Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A.
6. "IRD" or "Image Replacement Document" means (a) Substitute Check as defined in Check 21; or (b) the paper reproduction that will be created when an item cannot be converted to an ACH transaction.
7. "Item" means a Check, money order, cashier's check, official check, U.S. Treasury check, or any other payment instrument drawn on a financial institution within the United States and payable in US Dollars, from Payor to Member that may be transmitted as either data or image, and where applicable in the context, includes the electronic image of the front and back of the Item, in addition to other required information as specified by MVCU from time to time, in the format specified by MVCU from time to time. Notwithstanding the foregoing, it is understood that Member will only be transmitting electronic images of the front and back of items and not any paper items. In order for an item to be processed for deposit, it must be restrictively endorsed in the proper location on the back of the item as specified in Exhibit "A".
A copy of Exhibit "A" can be found at:
https://www.rtn.org/wp-content/uploads/DeposZip_MVrtn_exhibita202306.pdf

"For remote deposit only to MVCU, Account number _____ (with the correct number inserted)."
8. "Payor" means consumers or businesses who make payments to Member by means of Items, but Member shall not be a Payor.
9. "Services" means the specific services provided by MVCU, including electronic check conversion image archive systems that allow the use of a Capture Device to obtain and transmit the front and back images of Items and accompanying transaction data for purposes of delivery to MVCU for clearing an IRD. Services also include any applicable support services.
10. "Service Start Date" means the date that the Services are first utilized by the Member.
11. "Term" shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

4. 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 savings, checking or money market account with you (the "Account") by electronically transmitting a digital image of the paper checks to you for deposit via the Credit Union's web based online banking module or by transmitting them through MVCU's mobile DeposZip application. 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 Exhibit "A". A copy of Exhibit "A" can be found on our website at: https://www.rtn.org/wp-content/uploads/DeposZip_MVrtn_exhibita202306.pdf. 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 the Deposit History feature. 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 error 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 may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, 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 indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

I understand I must, and hereby agree to, at my sole cost and expense, use computer hardware (including mobile device) and software that meets all technical requirements for the proper delivery of DeposZip and that fulfills my obligation to obtain, and maintain, secure access to the Internet. I understand and agree I may also incur, and shall pay, any and all expenses related to the use of DeposZip, including, but not limited to, telephone service or Internet service charges. I am solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of DeposZip. I understand and agree that I am solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with DeposZip and the cost thereof, and I hereby agree that I will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements.

In addition I agree that I will not (1) modify, change alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (2) copy or reproduce all or any part of the technology or Services; or (3) interfere, or attempt to interfere, with the technology or Service.

The software provided by you to me contains software provided by one or more third parties ("Third Party Software") under contract with you (each a "Third Party")

I agree that I will not (ii) modify, change, alter, translate, decompile, disassemble, reverse engineer or attempt to reconstruct the Third Party Software, identify or discover any source code, trade secret, know-how, or ideas underlying user interface techniques or algorithms of Third Party Software by any means whatsoever, or disclose any of the foregoing; (iii) create any derivative works or any other software program based upon Third Party Software or related documentation or modify Third Party Software in any way; or (iv) use Third Party Software or documentation to develop or enhance any product that competes with Third Party Software or (iv) interfere, or attempt to interfere, with the technology or Service.

You or the Third Parties, as the case may be, retain all rights, title and interests, including intellectual property rights, in and to the Third Party Software and services, any improvements, translations, modifications or derivatives thereof, and any related documentation provided or made available to me, including all intellectual property rights therein. I acknowledge that the Third Party Software and related documentation contain copyrighted material, trade secrets, and other material that is proprietary to one or more Third Parties. Except as expressly stated herein, this Agreement does not grant me any intellectual property rights in the Third Party Software, services, or any related documentation or materials and all rights not expressly granted herein are reserved by You and the Third Parties.

5. Compliance with Law.

I agree to use the products and service for lawful purposes and in compliance with all applicable laws, rules and regulations. 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 Agreement.

6. 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 scanning the original check, I will endorse the back of the original check. My endorsement will include my signature and the following information: Account Number and the words "For remote deposit to MVCU". The scanned 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.

I will promptly (but in all events within 5 business days) provide any retained original check (or, if the check is no longer in existence, a sufficient copy of the front and back of the check) to you as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check.

7. Rejection of Deposit.

Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account.

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 due to an item being returned.

8. Items Returned Unpaid.

A written notice or email 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 along with any applicable fees from any of my Accounts.

9. 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 of remote deposit items.

10. Unavailability of Services.

I understand and agree that the Services may at times be temporarily unavailable due to the Credit Union system maintenance or technical difficulties including those of the Internet service provider Internet software or mobile application. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches/ATMs or by mailing the original check to you at Merrimack Valley Credit Union, 600 Main Street Waltham, MA 02452. 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.

11. Business Day and Availability Disclosure.

Your business days are Monday through Friday, except Federal holidays. Your business hours are 8:30 a.m. to 4:00 p.m., Eastern Time, each business day.

12. Funds Availability.

I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Waltham, Massachusetts. With regard to the availability of deposits made using the Services, such funds will be available as set forth in the Funds Availability Disclosure and Account Agreements, a copy of which I received when I opened the membership and which is also available online. To request a copy please contact the Credit Union at 781-736-9900.

The Credit Union will place a hold on items deposited through DeposZip and Mobile DeposZip Application based on MVCU's Funds Availability Disclosure. The length of the hold is counted in business days from the day of the deposit. Items transmitted by the Member and received by MVCU or its subcontractors by 3:00 p.m. Eastern Time Monday through Friday, shall be provisionally credited to the Member's applicable account on the same Business Day. Items received by MVCU after 3:00 p.m. Eastern Time on any Business Day shall be provisionally credited to the Member's applicable account on the next successive Business Day. Funds from Items deposited under the terms of this Agreement will be available to the Member pursuant to MVCU's Funds Availability Disclosure. Items for deposit shall not be transmitted more frequently than twice during any business day. For purposes of determining when items have been delivered and received, MVCU's records shall be determinative.

13. Accountholder's Warranties.

I make the following warranties and representation with respect to each image of an original check I transmit to you utilizing the Services:

1. Each image of 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. Each check that I submit to you for deposit will be directly payable to the individual or business in whose name the account to which I am requesting it to be deposited is open.
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 of 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 that may have an adverse impact on your network, data or related systems.

14. Storage of Original Checks.

I must securely store each original check. If I am using the Service to deposit items into an account in the name of a Business to which I am a party I understand this means that original check(s) must be accessible only by my authorized personnel, that I deposit using the Services for a period of 90 days after transmission to you and receipt by you that check image has been accepted. After such period expires, I will destroy the original check unless you advise me otherwise. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone and written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor your use of DeposZip and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

15. 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 Agreement.

16. 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 Agreement, I will immediately contact you regarding such error or breach by calling MVCU at 781-736-9929.

17. 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.

18. Charges for use of the Services.

All charges associated with the Services are disclosed in your Schedule of Fees. A current copy of our fee schedule can be found on our website at <https://www.mvcu.com/privacy-and-disclosures>.

19. Warranties.

I UNDERSTAND THAT THE 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. THE 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 THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

20. 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 or by email notice 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.

21. Termination of the Service.

I may, by written request or email notice, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time upon written notice or email notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account. You reserve the right to deny, suspend or revoke access to DeposZip immediately, in whole or in part, in your sole discretion.

22. Relationship to Other Disclosures.

The information in these Disclosures 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.

23. 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 Commonwealth of Massachusetts, 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 Commonwealth of Massachusetts.

24. 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 errors relating to images transmitted using the Services by no later than 60 days after the applicable monthly periodic statement is mailed, emailed or

otherwise provided, after which such statement regarding all deposits made through the Service shall be deemed to be correct. I am responsible for any errors that I fail to bring to your attention within such time period.

25. Limitations on Frequency and Dollar Amount.

I understand and agree that I cannot exceed the limitations on the frequency and dollar amounts of remote deposits that are set forth by you. I understand that you reserve the right to set deposit limits, frequency and dollar amounts of remote deposits without advance notice to me.

If the total dollar value of the checks I send to you exceeds the deposit limit, you may, at your sole discretion, refuse to accept any check or combination of checks that exceed the deposit limit, or you may accept and process any of the checks in any manner determined by you.

26. Unacceptable deposits.

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

1. Any item drawn on my account or affiliate's account
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information originally contained on the check.
4. Any item issued by a financial institution in a foreign country or not payable in US Dollars.
5. Any item that is incomplete. This includes any item that does not include all of the required information as is described in Exhibit "A".

A copy of Exhibit "A" can be found on our website at:

https://www.rtn.org/wp-content/uploads/DeposZip_MVrtn_exhibita202306.pdf

6. Any item that is "stale dated" or "post dated."
7. Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party

27. 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.

28. 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 that 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.

29. 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.

30. Securing Images on Mobile Devices

When using MVCU's Mobile DeposZip application, 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.

31. Captions and Headings.

The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.

32. Severability.

In the event all or any part of any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, the remaining provisions or parts thereof shall be binding and enforceable as if any such invalid, illegal or unenforceable provision had never been contained herein.

33. Notices.

Any notice required hereunder shall be given by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically or by any other means agreed upon by both parties and if, to MVCU, 600 Main Street, Waltham, MA 02452, if to you, at the most recent address shown for you in our records. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Any notice mailed shall be presumed received on the third business day after mailing thereof.