

Insight Credit Union

2019 Remote Deposit Disclosure and Agreement

This Remote Deposit Capture Disclosure and Agreement governs the use of Insight Credit Union's ("Insight" or "the Credit Union") Remote Deposit Capture service ("RDC" or "the Service").

Insight offers e-Deposits in association with deposit account(s) maintained at Insight by an Insight member. The terms of this agreement supplement all other agreements (now and/or in the future) that govern the use of additional accounts and services maintained by a member at Insight (now and/or in the future). Use of RDC is my acknowledgement and acceptance of the terms and conditions in this agreement.

In this agreement, the words "I," "me," "us," and "our" mean the Insight member that applied for and/or uses RDC.

Application for use of RDC, notification of my application approval, and the Insight Truth in Savings Disclosure are hereby incorporated into and made a part of this agreement. In the event of a discrepancy between this agreement and my Application, Insight approval, or the Account Agreement, this Disclosure and Agreement will control.

Use of the Service

After I receive notification from Insight approving my use of e-Deposits, I am authorized to remotely deposit paper checks into my Insight account by electronically transmitting a digital image of the paper checks to Insight. I agree to comply with the hardware and software requirements set forth in Exhibit "A," which is attached and incorporated to this reference.

Upon receipt, Insight will review the image for acceptability. I understand and agree that receipt of an image does not occur until after Insight notifies me of image receipt, via the Internet Banking Deposit History feature. I understand that notification from Insight confirming receipt of an image does not mean that the image contains no errors or that Insight is responsible for any information I transmit.

Insight is not responsible for any image it does not receive. Following receipt of the image, Insight may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, Insight reserves the right, at its 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 RDC is a provisional credit, and I agree to indemnify Insight against any loss suffered because of Insight's acceptance of the remotely deposited check.

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

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 Insight 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.

Check Requirements

Any image of a check that I transmit to Insight 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, Date, and the words "For Remote Deposit Only" I understand that 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).
- 2) Other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association.

Rejection of Deposit

Insight is not liable for any service or late charges levied against me due to rejection of any item. I am responsible, in all cases, for any loss or overdraft plus any applicable fees due to an item being returned.

Items Returned Unpaid

A written notice will be sent to me of transactions Insight is not able to process because of returned items. With respect to any item that I transmit for remote deposit that is credited to my Account, in the event such item is dishonored, I authorize Insight to debit the amount of such item from my Account.

E-mail Address

I agree to notify Insight immediately if I change my e-mail address, as this is the e-mail address where I am sent notification of receipt of remote deposit items.

Unavailability of Service

I understand and agree that RDC may at times be temporarily unavailable due to Insight system maintenance or technical difficulties including, but not limited to, those of the Internet service provider and Internet software.

In the event that RDC is unavailable, I acknowledge that I can deposit an original check at any Insight branch, through any Insight ATM which accepts deposits, or by mailing the original check to Insight Credit Union.

It is my sole responsibility to verify that items deposited using RDC have been received and accepted for deposit. However, Insight will e-mail notification of rejected items by the next business day following rejection.

Business Day and Availability Disclosure

I understand that Insight business days are Monday through Friday, excluding holidays, and business hours are 9:00 am to 4:00 pm, Eastern Standard Time, each business day.

Funds Availability

I understand and agree that, for purposes of deposits made using RDC, the place of deposit is Orlando, Florida and funds will be available as set forth below:

Local Checks

Generally, the total amount of Funds deposited from a local check will be available on the second business day after the day of deposit. However, the first \$200.00 will be made available to you on the same business day that the deposit is made.

Longer Holds

Funds deposited by check may be delayed for a longer period under the following circumstances: (a) Insight believes a check I deposit will not be paid; (b) I deposit checks totaling more than \$5,000 in any one day; (c) I redeposit a check that has been returned unpaid; (d) I have overdrawn my account repeatedly in the last six months; (e) there is an emergency, such as a failure of computer or communications equipment; (f) third party checks; or (g) foreign collection items. Insight will notify me if my ability to withdraw funds is delayed for any of these reasons, and they will tell me when the funds will be available. Funds will generally be available no later than the eleventh business day after the day of deposit.

Deposit Times

Deposits received before 4:00 pm Eastern Standard Time on a business day will be processed on the same day. Exceptions may apply during holidays and/or special and emergency closings.

Accountholder's Warranties

I make the following warranties and representations with respect to each image of an original check I transmit using RDC:

1. Each image of a check transmitted to Insight 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 endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
4. Other than the digital image of an original check that I remotely deposit through RDC, there are no other duplicate images of the original check.
5. I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify Insight of the change(s).
8. I have not knowingly failed to communicate any material information to Insight.
9. I have possession of each original check deposited using RDC and no party will submit the original check for payment.
10. Files and images transmitted contain no viruses or any other disabling features that may have an adverse impact on Insight's network, data, or related systems.

Storage of Original Checks

I must securely store each original check. If I am using RDC to deposit items into an account in the name of a Business to which I am a party, I understand this means the original check(s) must be accessible only [under dual control] by my authorized personnel, that I deposit using the Services for a period of sixty days after transmission to Insight. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure and/or destroy the original checks.

Accountholder's Indemnification Obligation

I understand and agree that I am required to indemnify and hold Insight harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of e-Deposits and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

In Case of Errors

In the event that I believe there has been a breach of this Agreement or an error with respect to any original check or image transmitted to Insight, I will immediately contact Insight Credit Union regarding such breach or error as set forth below.

If I do not contact Insight immediately, I understand that the statement dispute policy and timeline applies.

Limitation of Liability

I understand and agree that Insight is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

Charges for Use of the Services

All charges associated with RDC are disclosed in the Insight Credit Union Fee Schedule.

Warranties

I UNDERSTAND THAT INSIGHT 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.

Change in Terms

Insight may change the terms and charges for RDC indicated in this Disclosure and Agreement by notifying me of the change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of RDC after receipt of notification of any change constitutes my acceptance of the change.

Termination of the Services

I may, by written request, terminate the Services provided for in this Disclosure and Agreement. Insight may terminate my use of the Services at any time without written notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

Relationship to Other Disclosures

The information in these Disclosures applies only to RDC. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of my Insight Credit Union Account.

Governing Law

I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of Florida 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 Florida.

Periodic Statement

Any remote deposits made through RDC will be reflected on my monthly account statement. I understand and agree that I am required to notify Insight of any error relating to images transmitted using RDC no later than 60 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to Insight's attention within such time period.

Limitations on Frequency and Dollar Amount

I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits Insight has set forth.

Unacceptable Deposits

I understand and agree that I will not deposit the following items using RDC:

1. Any item drawn on my Insight Credit Union account or my affiliate's account at Insight Credit Union.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information on the check.
4. Any item issued by a financial institution in a foreign country.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "post dated."
7. Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.

Confidentiality

I acknowledge and agree that confidential data relating to your Service, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

Waiver

The failure of either 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 the 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.

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.

Appendix A – System Requirements

- A compatible operating system, such as:
 - iOS 11 and newer
 - Android OS 6.0 and newer for mobile handsets and tablets
- and either:
 - Access to the Internet using the default browsers included by your mobile device manufacturer; or
 - The latest version of “Insight Credit Union” app compatible with your device platform