



REMOTE DEPOSIT CAPTURE AGREEMENT

VENTURA COUNTY CREDIT UNION REMOTE DEPOSIT CAPTURE AGREEMENT

This Agreement governs Member's use of Ventura County Credit Union's Remote Deposit Capture Service (the "**Remote Deposit Service**"). Ventura County Credit Union offers the Remote Deposit Service under this Agreement only in association with one or more deposit accounts maintained by Member at Ventura County Credit Union. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements (whether now or in the future) that govern any account maintained by Member at Ventura County Credit Union (whether now or in the future) or any other Credit Union services utilized by Member (whether now or in the future).

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean the consumer/member that applied for and/or uses any of the Remote Check Deposit Services (the "Services") described in this Disclosure and Agreement. The words "you," "your," and "yours" mean Ventura County Credit Union. My Application for use of the Remote Check Deposit Services, your notification of approval of my application, and my Ventura County Credit Union Account Agreement and Disclosures are hereby incorporated into and made a 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 Agreement, this Disclosure and Agreement will control.

Terms and Conditions

General Description of Remote Deposit Service. Subject to the terms, provisions and conditions of this Agreement, the Credit Union shall provide the Remote Deposit Service to Member, which allows Member to make deposits to Member's savings. Checking or Money Market Accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to the Credit Union or Credit Union's designated processor. The terms Credit Union and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of the Credit Union including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The scanner must capture an image of the front and back of each Check to be deposited in accordance with the Procedures, must read and capture the magnetic ink character recognition ("**MICR**") line on each check and must read and capture all such other data and information as is required by this Agreement. After capture of the Images, the MICR line on each check and all other required data and information from each check, Member will transmit the Images, the MICR line from each check and all other required data and information from or pertaining to all checks and other required information to Credit Union or Processor via the Internet. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Agreement, the Credit Union will provisionally credit the Account or Accounts designated by Customer for the amount of the deposit(s) and enter the images of the checks into the collection process, in accordance with the provisions of Credit Union's then current deposit account agreement and disclosure pertaining to the Account(s) into which the deposit is to be made (the "**Membership and Account Agreement**") and this Agreement. Member and Credit Union agree that the Credit Union may convert the Images to ACH entries on Member's behalf. Member hereby appoints the Credit Union as Member's agent for the specific purpose of making the determination and decision to convert the Images to ACH entries. Member and the Credit Union agree that Member shall be and remain the Originator and the Credit Union shall be the Originating Depository Financial Institution, as those terms are defined in the

NACHA Rules. Member acknowledges and agrees that the Credit Union may discontinue, and/or change the terms of the Remote Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to Member or any third party.

Hardware and Software. Member understands it must, and hereby agrees to, at its sole cost and expense, use hardware and software that meets all technical requirements for the proper delivery of the Remote Deposit Service and that fulfills Member's obligation to obtain and maintain secure access to the Internet. Member understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Remote Deposit Service, including, but not limited to, telephone service or Internet service charges. Member is 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 the Remote Deposit Service. Member understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Remote Deposit Service and the cost thereof. The Credit Union is not responsible for, and Member hereby releases the Credit Union from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet.

Checks Deposited and Security Interest. Member hereby agrees that it will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg CC**"). Member agrees that the image of the check that is transmitted to the Credit Union shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). Member further agrees that it will not remotely deposit any check or other items that: (a) are payable to any person or entity other than Member, (b) are drawn, or otherwise issued, by Member or any affiliate of Member on any account of Member or of such affiliate, (c) are prohibited by the Credit Union's then current procedures pertaining to the Remote Deposit Service or are in violation of any law, rule or regulation, (d) Member knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a financial institution and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without the Credit Union's prior written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (g) is a Remotely Created Check, or (h) which are not acceptable to the Credit Union for deposit into a deposit account as provided in the Membership and Account Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (h) each a "**Prohibited Check**" and, collectively, "**Prohibited Checks**").

Member grants the Credit Union a security interest in all Accounts or other deposits (whether general or special) of Member's at the Credit Union, and in all funds in such Accounts or other deposits, to secure Member's obligations to the Credit Union under this Agreement. This security interest will survive termination of this Agreement.

Scanning of Checks. Member shall (a) endorse each Check to be deposited in accordance with the Procedures, (b) scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of, the MICR line from and all other required data and information from or pertaining to, such Checks and other information to the Credit Union. The Credit Union may also provide Member with, or require Member to establish, a User ID, a personal identification number ("**PIN**") and/or passwords to access the Remote Deposit Service.

Maintenance and Destruction of Original Check. Member shall securely store all original Checks for a period of 30 calendar days after Member has received notice from the Credit Union that the File containing the images of such Checks has been accepted (such period the "**Retention Period**"). During the Retention Period, Member shall take appropriate security measures to ensure that: (a) such Checks will not be duplicated or scanned more than one time and (b) such Checks will not be deposited or negotiated in any form. Member shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Member will promptly (but in all events within 5 business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to the Credit Union as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

Image and MICR Quality. Each Image transmitted by Member to the Credit Union shall include the front and the back of the Checks scanned and remotely deposited by Member. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

- (a) the amount of the Check;
- (b) the payee of the Check;
- (c) the signature of the drawer of the Check;
- (d) the date of the Check;
- (e) the Check number;
- (f) the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and
- (g) all 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 indorsements applied to the back of the Check.

Each Image shall also meet all standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

Member shall also capture and transmit to the Credit Union the full-field MICR encoding on each Check. Member shall ensure that the following information is captured from the MICR line of each Check:

- (a) the American Bankers Association routing transit number (“RTN”);
- (b) the number of the account on which the Check is drawn;
- (c) when encoded, the amount of the Check; and
- (d) when encoded, the serial number and the process control field of the Check.

Receipt of Images. Member agrees that Member shall be solely liable for, and the Credit Union shall not have any liability whatsoever to Member for, the Images that are not received by the Credit Union or for the Images that are intercepted or altered by an unauthorized third party. Member agrees that the Credit Union has no obligation to accept an image and, therefore, may reject the Images submitted by Member. The Credit Union has no obligation to notify Member of the rejection of the Images. The Credit Union shall have no liability to Member for the rejection of the Images or for the failure to notify Member of such rejection. Upon receipt of an image submitted by Member, the Credit Union may examine such Images to ensure that Member has complied with this Agreement. If the Credit Union determines that the Member has not complied with this Agreement or if errors exist in the Images, the Credit Union, in its sole discretion, may either reject the image or elect to correct the error. As a form of correction, the Credit Union may credit Member’s Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. The Credit Union may, at its option, also perform a risk management analysis of images submitted by Member to detect potentially fraudulent Checks, and, in its sole discretion, the Credit Union may reject any Images. If after examination of the Images, the Credit Union determines that Member has complied with this Agreement and processed and transmitted the Images in accordance herewith, and the Images meet the requirements of this Agreement, then the Credit Union shall accept the Images for deposit to Member’s Account. Upon acceptance of the Images, the Credit Union shall electronically notify Member of receipt and acceptance of the Image for deposit. Notwithstanding the fact that the Credit Union has accepted an Image for deposit, any credit made to Member’s Account shall be provisional, and Member shall remain liable to the Credit Union for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, the Credit Union.

Provisional Credit and Availability of Funds. Upon acceptance of the Image, the Credit Union shall grant Member’s Account Provisional Credit (as herein defined) for the total amount of the Accepted or Corrected Image. As used herein, “Provisional Credit” means that the credit is made to Member’s Account subject to final payment of the Checks and subject to the terms of the Membership and Account Agreement. For the purpose of determining availability of funds, the Credit Union may hold funds for the period of time permitted by the Credit Union’s Funds Availability Policy Disclosure.

Collection of Checks. The Credit Union, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. The Credit Union, in its sole discretion, shall select the clearing agents used to collect and present the Images, and the Credit Union’s selection of the clearing agents shall be considered to have been designated by Member. The Credit Union shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Membership and Account Agreement.

Warranties. Member represents, warrants and covenants the following to the Credit Union:

- (a) Checks Deposited. Member shall only deposit Checks that are authorized by this Agreement and the Membership and Account Agreement;
- (b) Image Quality. Each Image transmitted by Member to the Credit Union contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- (c) Accuracy of Information. All data and other information submitted by Member to the Credit Union, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Agreement;
- (d) No Duplicates. Customer will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image to the Credit Union, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Member further warrants that no subsequent transferee, including but not limited to the Credit Union, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- (e) No Loss. No Subsequent transferees of the Item(s), including but not limited to the Credit Union, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

Chargeoff of Returned Checks.

If Images of Checks deposited by Member are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, Member understands and agrees that, since Member either maintains the original Check or has destroyed the original Check in accordance with this Agreement, the original Check will not be returned, and the Credit Union may charge back an Image of the Check to Member's Account. Member understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by the Credit Union, Member agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Member.

Fees and Charges.

So long as this Agreement remains in effect, Customer agrees to pay to Bank the normal deposit account service charges established from time to time by Bank and, in addition thereto, the fees and charges set forth in the Fee Schedule attached to this Agreement as Attachment C or provided from time to time hereafter to Customer, and all such other fees and charges as may be agreed upon from time to time by Customer and Bank.

Member authorizes Credit Union to deduct any charges for the Remote Deposit Service from any Account, even if such deduction causes an overdraft in the Account. Should Member fail or refuse to pay any charges under this Agreement, Member agrees to pay all collection costs (including reasonable attorney's fees) which may be incurred by Credit Union. Credit Union shall have the right to increase or decrease charges imposed for the Remote Deposit Service and will notify Member of the changes, to the extent required by law. Member's use of the Remote Deposit Service after changes have been made shall constitute Member's agreement to the same.

Amendments.

Credit Union may amend the terms of this Agreement at any time, in its sole discretion, by giving notice to Member. If required by this Agreement or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Member's continued use of the Remote Deposit Service shall constitute Member's agreement to such amendments

Confirmation: Account Reconciliation.

Credit Union will provide notice of receipt of deposits to Member's Account on the periodic statement for such Account. Member is responsible for detecting and reporting to Credit Union any discrepancy between Member's records and the records Credit Union provides to Member. If Member does not detect and notify Credit Union of such a discrepancy within 30 days of Member's receipt of any terminal printout, mailed report or periodic statement (each a "Report"), whichever is received first, then such transactions shall be considered correct, and Member shall be precluded from asserting such error or discrepancy against Credit Union.

Credit Union's Duties.

Credit Union's duties and responsibilities are limited to those described in this Agreement, the Membership and Account Agreement and any other agreements governing the Accounts. Credit Union will use commercially reasonable care in performing its responsibilities under this Agreement.

Credit Union's Responsibilities.

Member agrees to monitor its account balances and charges, to promptly notify Credit Union if any Report conflicts with Member's records, and to refrain from acting on information it has reason to believe is erroneous. In all instances, Credit Union's and, if the services of a third party provider are utilized in the provision of the Remote Deposit Service, such third party's sole liability to Member shall be limited to the correction of any errors made. Credit Union shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between Member and Credit Union or Credit Union and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Credit Union's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Credit Union's control or other conditions or circumstances not wholly controlled by Credit Union, which would prohibit, retard or otherwise affect Credit Union's complete or partial performance under this Agreement.

Internet Disclaimer.

Credit Union does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from Credit Union's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Member's connections to the Internet (or portions thereof). Credit Union cannot guarantee that such events will not occur. Accordingly, Credit Union disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Credit Union be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Member's or Credit Union's ability or inability to connect to the Internet.

Indemnification and Liability; Third Party Claims.

Member hereby indemnifies Credit Union and its officers, directors, employees, insurers and attorneys (each and "Indemnified Party" and, collectively, the "Indemnified Parties") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) Member's (i) failure to report required changes, (ii) transmission of incorrect data to Credit Union or (iii) failure to maintain compliance with the Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, (vi) deposit of a prohibited check; (b) Credit Union's (i) provision of the Remote Deposit Service, (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Credit Union to be an authorized representative of Member, (c) Member's breach of any of Member's warranties, representations and/or obligations under this Agreement or any other agreement between Member and Credit Union, including, but not limited to, the Membership and Account Agreement, and the terms of this paragraph shall survive the termination of this Agreement. and/or (d) Member's breach or violation of any

Rules; provided, however, Member is not obligated to indemnify Credit Union for any damages solely and proximately caused by Credit Union's gross negligence or willful misconduct.

Limit of Liability.

- (a) ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, CREDIT UNION SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND CREDIT UNION'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (i) MEMBER'S ACTUAL DAMAGES OR (ii) THE TOTAL FEES PAID BY MEMBER TO CREDIT UNION FOR THE REMOTE DEPOSIT SERVICE FOR THE PERIOD OF SIX MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL CREDIT UNION OR ANY PROVIDER BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF, OR RELATED TO, THE USE BY MEMBER OF THE REMOTE DEPOSIT SERVICE OR ANY SERVICE OR THE FAILURE OF CREDIT UNION OR ANY PROVIDER TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF CREDIT UNION OR SUCH PROVIDER(S) HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.
- (b) MEMBER ACKNOWLEDGES AND AGREES THAT MEMBER'S USE OF THE REMOTE DEPOSIT SERVICE SHALL BE AT MEMBERS SOLE RISK, AND THAT THE REMOTE DEPOSIT SERVICE IS PROVIDED BY CREDIT UNION ON AN "AS IS" BASIS.
- (c) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CREDIT UNION MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO MEMBER OR TO ANY OTHER PERSON, AS TO THE REMOTE DEPOSIT SERVICE OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY, AND CREDIT UNION HEREBY DISCLAIMS ANY AND ALL OF THE SAME. MEMBER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY CREDIT UNION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE REMOTE DEPOSIT SERVICE TO BE PERFORMED PURSUANT HERETO.
- (d) TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH CREDIT UNION'S LIABILITY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CREDIT UNION'S LIABILITY TO MEMBER UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM CREDIT UNION'S FAILURE TO EXERCISE ORDINARY CARE.
- (e) CREDIT UNION MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO MEMBER OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH THE REMOTE DEPOSIT SERVICE, INCLUDING, BUT NOT LIMITED TO, MEMBER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, MEMBER'S SOFTWARE, OR MEMBER'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF CREDIT UNION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT MEMBER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (f) CREDIT UNION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN, OR MALFUNCTIONS OF, MEMBER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY CREDIT UNION TO MEMBER IN

CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM MEMBER TO CREDIT UNION, FROM CREDIT UNION TO MEMBER, FROM MEMBER TO ANY PROCESSOR, FROM ANY PROCESSOR TO CREDIT UNION, OR OTHERWISE. CREDIT UNION SHALL NOT BE RESPONSIBLE FOR NOTIFYING MEMBER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF MEMBER'S COMPUTER HARDWARE OR SOFTWARE. CREDIT UNION IS NOT RESPONSIBLE FOR, AND MEMBER HEREBY RELEASES CREDIT UNION FROM ANY AND ALL CLAIMS OR DAMAGES RESULTING FROM, OR RELATED TO, ANY COMPUTER VIRUS OR RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH USING ELECTRONIC MAIL OR THE INTERNET.

Attorneys' Fees.

In the event of any arbitration or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

Successors.

This Agreement and all the terms and provisions herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Assignment.

No right or interest hereby conferred shall be assignable without the prior written consent of the other party, and any assignment made without such consent shall be null and void; provided, however that Credit Union may assign this Agreement or any part of it to any of Credit Union's affiliates or to a successor of Credit Union by merger or acquisition upon written notice to Member.

No Third Party Beneficiaries.

This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against Member or Credit Union, their respective successors, assigns and affiliates.

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.

Entire Agreement.

The terms of the Membership and Account Agreement, all other agreements with Credit Union pertaining to the Accounts and the Rules, are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements, the Rules and this Agreement, the provisions of this Agreement shall control to the extent necessary. Member agrees that this Agreement is the entire statement of the terms and conditions which apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to the Remote Deposit Service.

No Waiver.

No delay or failure on the part of Credit Union in exercising any of Credit Union's rights under this Agreement shall constitute a waiver of such rights, and no exercise of any remedy hereunder by Credit Union shall constitute a waiver of its right to exercise the same or any other remedy hereunder. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.

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.

Termination.

Credit Union may immediately terminate this Agreement without notice if, in Credit Union's sole discretion, Credit Union determines that Member has abused the Remote Deposit Service or Credit Union believes that it will suffer a loss or other damage if the Agreement is not terminated.

Credit Union's election to terminate this Agreement is in addition to any and all other remedies that may be available to Credit Union and will not affect any obligations Member may have to Credit Union. Any reinstatement of the Remote Deposit Service under this Agreement will be at Credit Union's sole discretion and must be agreed upon in writing by an authorized representative of Credit Union.

Upon termination of this Agreement, (i) Member will promptly pay to Credit Union all sums due or to become due under this Agreement, (ii) Member shall have no further right to make use of the Remote Deposit Service or any system or software which may have been provided in connection with any Remote Deposit Service.

Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without reference to its conflict of laws provisions, and applicable federal law.

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 Credit Union, at the address set forth below and, if to Member, at the most recent address shown for Member in Credit Union's 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.

If to Credit Union: Ventura County Credit Union
 PO Box 6920
 Ventura, CA, 93006-6920
 (800) 339-0496