

## Nizari Progressive Federal Credit Union Consumer Remote Deposit Capture Agreement

Welcome to the Nizari Progressive Federal Credit Union Consumer Remote Deposit Capture service. This Agreement applies to checks deposited remotely using your Apple® or Android® mobile device. In this Agreement, the words “you” and “your” mean the consumer member requesting this Service and any joint account owners, authorized signers, or other persons authorized to act on your Credit Union accounts. “We,” “our,” “us,” “Nizari” and “Credit Union,” mean Nizari Progressive Federal Credit Union. Remote Deposit Capture services for businesses and other non-consumers are governed by the Nizari Merchant Remote Deposit Capture Agreement and not by this Agreement.

You must be at least 18 years of age and enrolled in Online Banking to use this Service. You must additionally download our mobile application (“App”) and have an active Nizari checking or savings account that is active and in good standing. Certain additional user requirements and limitations may apply as set forth in the attached Schedule “A” and in any instructions, user guides, FAQs, or other information we may provide or make available to you in connection with the Service, all of which are incorporated by reference into this Agreement.

You must login to Online Banking to request this Service. We may choose to deny a request for the Service for any reason in our sole discretion. Upon approval, you may use your Apple® or Android® mobile device and our App to capture images of certain paper checks, front and back, and electronically transmit the images over the Internet to us for deposit into designated checking or savings accounts. Not all mobile devices may be supported.

Please review this Agreement carefully. By requesting or using this Service, you agree to conduct your remote deposit transactions by electronic means, you authorize us and our technology partners to take all actions necessary to provide the Service, and you agree to the following terms and conditions. You additionally agree to be bound by applicable clearinghouse rules, operating circulars, and other check processing rules to which we are bound, including Federal Reserve Bank Operating Circular 3. The Nizari Membership and Account Agreement (“Account Agreement”) is incorporated into and made a part of this Agreement. In the event of any conflict between this Agreement (including any schedules, instructions, guides, or FAQs) and the Account Agreement, the terms of this Agreement will control unless this Agreement specifically provides otherwise. Capitalized terms and pronouns used in this Agreement have the meanings as defined herein or in the Account Agreement.

1. **Definitions.** In addition to other defined terms in this Agreement, the following terms are defined:
  - a. **Substitute Check:** A paper reproduction of a check that contains an image of the front and back of the check and meets the other technical requirements for a substitute check under Check 21 and Federal Reserve Board Regulation CC.
  - b. **Item:** An instrument containing an order to pay money handled by a financial institution for collection or payment, as defined by the Texas Uniform Commercial Code. The image files of the front and back of Checks you transmit to us qualify as Items under this Agreement.