



Mobile Deposit Capture User Agreement (“Agreement”):

This Agreement contains the terms and conditions for the use of TEXAS TRUST CREDIT UNION the Mobile deposit capture service that TEXAS TRUST CREDIT UNION or its affiliates (“TEXAS TRUST CREDIT UNION”, “Credit Union”, “Us” or “We”) may provide to You (“You,” “Your”, “Member” or “User”) and “You,” “Your,” “Member” and “User,” means the consumer or business that uses any of the mobile deposit capture services provided by TEXAS TRUST CREDIT UNION. Other Agreements You have entered into with TEXAS TRUST CREDIT UNION, including the Account Agreement and Disclosures governing Your TEXAS TRUST CREDIT UNION account, are incorporated by reference and made a part of this Agreement.

- 1. Services.** The mobile deposit capture service (“Service”) is designed to allow You to make deposits to Your eligible accounts from your mobile device by taking a photo of the front and back of the check and delivering the image and associated deposit information to TEXAS TRUST CREDIT UNION or TEXAS TRUST CREDIT UNION’s designated processor via the TEXAS TRUST MOBILE APPLICATION. TEXAS TRUST CREDIT UNION may use third party service providers to provide some or all of this Service under this Agreement and on behalf of the Credit Union. To be eligible for this service You must maintain a TEXAS TRUST CREDIT UNION checking account. There is currently no charge for this Service.
- 2. Acceptance of these Terms.** Your use of this Service constitutes Your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify You of any material change via e-mail or on our Website(s) by providing a link to the revised Agreement. Your continued use of this Service will indicate Your acceptance of the revised Agreement. Further, TEXAS TRUST CREDIT UNION reserves the right, in its sole discretion, to change, modify, add, or remove portions from this Service. Your continued use of this Service will indicate Your acceptance of any such changes to this Service. Member agrees that any notices required or permitted under this Agreement may be given electronically.
- 3. Limitations of Service.** When using this Service, You may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that You may incur. This Service has qualification requirements, and We reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or Your use of this Service, in whole or in part, immediately and at any time without prior notice to You.
- 4. Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to TEXAS TRUST CREDIT UNION shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Texas. You agree that You will not use this Service to deposit any checks or other items as shown below:

 - a. Checks or items payable to any person or entity other than You.
 - b. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which You know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.

- c. Checks or items previously converted to a substitute check, as defined in Reg CC.
- d. Checks or items drawn on a financial institution located outside the United States.
- e. Checks or items that are remotely created checks, as defined in Reg CC.
- f. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks or items dated with a future date.
- j. Checks or items prohibited by TEXAS TRUST CREDIT UNION's current procedures relating to this Service or which are otherwise not acceptable under the terms of Your TEXAS TRUST CREDIT UNION account.

- 5. Image Quality.** The image of an item transmitted to TEXAS TRUST CREDIT UNION using this Service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI (American National Standards Institute), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- 6. Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through this Service as “**Payee Signature(s), For TXTCU Mobile Deposit Only, Account # XXXXXXXXXXXX**” or as otherwise instructed by TEXAS TRUST CREDIT UNION. You agree to follow any and all other procedures and instructions for use of this Service as TEXAS TRUST CREDIT UNION may establish from time to time.
- 7. Receipt of Items.** We reserve the right to reject any item transmitted through this Service, at our discretion, without liability to You. We are not responsible for items that We do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when You receive a confirmation from TEXAS TRUST CREDIT UNION that We have received and processed the image. Receipt of such confirmation does not mean that the transmission was error free or complete. Items transmitted by the Member and received by the Credit Union or its subcontractors shall be credited to the Member's applicable account on the same Day unless notified otherwise at the time of the deposit.
- 8. Availability of Funds.** You agree that items transmitted using this Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using this Service will be available after TEXAS TRUST CREDIT UNION receives payment for the funds submitted. TEXAS TRUST CREDIT UNION may make such funds available sooner based on such factors as the length and extent of Your relationship with Us, transaction and experience information, and such other factors as TEXAS TRUST CREDIT UNION, in its sole discretion, deems relevant. Any dishonored item is subject to a fee according to the Credit Union Fee Schedule at the time of the return.
- 9. Disposal of Transmitted Items.** Member shall be responsible for safekeeping and destruction of original items which are transmitted electronically and deposited using this Service. Member agrees to never represent an item and indemnifies and holds Credit Union harmless from any liability with respect to (i) the safekeeping, use or destruction of the original items after they are transmitted and deposited electronically using this Service, or (ii) for any Items being submitted for deposit or presented for payment more than once. There are no laws or regulations that state how long original items should be retained prior to destruction, therefore, retention timeframes are set at the Member's discretion. However, TEXAS TRUST CREDIT UNION recommends you retain the original item for a minimum of 14 days. You agree to promptly provide any retained item, or a sufficient copy of the front and back of the item, to TEXAS TRUST CREDIT UNION as requested to aid in the

clearing and collection process, to resolve claims by third parties with respect to any item, or for TEXAS TRUST CREDIT UNION's audit purposes.

- 10. Storage of Original Checks.** If You are using this service to deposit checks into an account in the name of a business to which You are a party, You understand this means the original check(s) must be accessible only by Your authorized personnel, for a period of 60 days after transmission. After such period expires, You will destroy the original check by shredding or using another commercially acceptable means of data destruction and shall indemnify TEXAS TRUST CREDIT UNION for any and all losses or other damages You may suffer as a result of any deposit of a check made more than once. You understand and agree that You are responsible for any loss caused by failure to securely control the original checks and expressly authorize TEXAS TRUST CREDIT UNION to debit Your account in the amount of any check which is deposited more than once, plus any charge-back fee.
- 11. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that You transmit using this Service and to modify such limits from time to time.
- 12. Hardware and Software.** In order to use this Service, You must obtain and maintain, at Your expense, compatible hardware and software as specified by TEXAS TRUST CREDIT UNION from time to time. Contact Texas Trust for current hardware and software specifications. TEXAS TRUST CREDIT UNION is not responsible for any third party software You may need to use this Service. Any such software is accepted by You as is and is subject to the terms and conditions of the software Agreement You enter into directly with the third party software provider at time of download and installation.
- 13. Errors.** You agree to notify TEXAS TRUST CREDIT UNION of any suspected errors regarding items deposited through this Service right away, and in no event later than 60 days after the applicable TEXAS TRUST CREDIT UNION account statement is sent. Unless You notify TEXAS TRUST CREDIT UNION within 60 days, such statement regarding all deposits made through this Service shall be deemed correct, and You are prohibited from bringing a claim against TEXAS TRUST CREDIT UNION for such alleged error.
- 14. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in TEXAS TRUST CREDIT UNION's sole discretion subject to the Account Agreement and Disclosures governing Your account.
- 15. Ownership & License.** You agree that TEXAS TRUST CREDIT UNION retains all ownership and proprietary rights in this Service, associated content, technology, and Website(s). Your use of this Service is subject to and conditioned upon Your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates Your right to use this Service. Without limiting the restriction of the foregoing, You may not use this Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to TEXAS TRUST CREDIT UNION's business interest, or (iii) to TEXAS TRUST CREDIT UNION's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide this Service.
- 16. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THIS SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THIS SERVICE, WHETHER

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THIS SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THIS SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THIS SERVICE OR TECHNOLOGY WILL BE CORRECTED.

17. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THIS SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF TEXAS TRUST CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

18. GUARANTEE SPECIFIC TO DEPOSITS RECEIVED FOR CREDIT TO A BUSINESS ACCOUNT. Your use of this service for the purpose of depositing to a business account constitutes Your understanding and agreement that You may be personally liable for any expenses TEXAS TRUST CREDIT UNION incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the business. This includes but is not limited to recovery of the amount credited in the event of nonpayment, collection costs and attorney's fees as applicable, as well as any and all costs associated with TEXAS TRUST CREDIT UNION enforcing this guarantee. This guarantee shall benefit TEXAS TRUST CREDIT UNION and its successors and assigns.

19. User Warranties and Indemnification. You warrant to TEXAS TRUST CREDIT UNION that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information You provide to TEXAS TRUST CREDIT UNION is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless TEXAS TRUST CREDIT UNION from any loss for breach of this warranty provision.

20. Other Terms. You may not assign this Agreement. This Agreement is entered into in Arlington, Texas, and shall be governed by the laws of the State of Texas and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

21. Items Returned Unpaid. We will send You written or electronic notice of transactions We are unable to process because of returned items. With respect to any item that You transmit to TEXAS TRUST CREDIT UNION for remote deposit that We credit to Your Account, in the event such item is dishonored, You authorize Us to debit the amount of such item to the Account plus any charge-back fee.