

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Texans Mobile Deposit and/or other remote deposit capture services that Texans Credit Union ("us," "we" or Texans) may provide to you ("you," or "User"). Other agreements you have entered into with Texans, including the Membership Account Agreement, as applicable to your Texans account(s), are incorporated by reference and made a part of this Agreement.

**Service.** Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your Shares, Checking or Money Market accounts by photographing the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. You may not use Texans Mobile Deposit to make contributions to your IRA.

**Acceptance of these Terms.** Your use of the 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, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after Texans has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Service will indicate your consent to be bound by the revised Agreement. Further, Texans reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

**Limitation on Service/Eligibility.** We will determine whether you are eligible for the Service in our sole discretion. We may suspend or terminate your use of the Service at any time and without prior notice to you unless specified otherwise in the Termination of Rights and Services section of the Consumer Membership Account Agreement. If you violate the terms of the Service, then we also may use such actions as a basis to terminate your account relationship with us.

**Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Texans from time to time. See [Texanscu.org](http://Texanscu.org) for current hardware and software specifications. Texans is not responsible for any third party software you may need to use the 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.

**Fees.** A fee may be charged for the Service. You are responsible for paying the fees for the use of the Service.

**We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge or change a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the fee that has been disclosed to you, as may be amended from time to time.** For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for your account or located at <http://www.texanscu.org/home/about/disclosures>.

**Eligible items.** You agree to scan and deposit only checks as that term is defined in the 12 C.F.R. Section 229 et al, ("Reg CC" or any rules issued to replace this law), that are collectible (i.e., properly payable) through the Service.

You agree that you will not use the Service to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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 is drawn.

- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Texan's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Texans account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department. (Tax Refund; social security; veterans affairs; defense finance; railroad retirement)
- Checks that are prohibited by the Texans current Deposit Account Agreement with you.
- Checks that are in violation of any federal or state law, rule, or regulation.
- Checks that have been previously deposited at another institution or Texans via physical item, image or electronic funds transfer.
- Remotely created checks, as defined in Reg CC (checks that, among other things, do not bear the signature of the person on whose account the check is drawn).
- Travelers checks, savings bonds, money orders or postal money orders.
- Non-negotiable instruments, such as promissory notes; or checks drawn on any of your Texans account(s).

**Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**Endorsements.** Each item must be endorsed on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include **your signature, account number** and **"via mobile deposit only"**. Checks received that are not endorsed in accordance with this provision may be rejected. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

**Receipt of Deposit.** All images processed for deposit through the Service will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement. When you submit an image, you may elect to receive an e-mail, containing a confirmation number, indicating the deposit has been sent for processing. The confirmation number does not mean that the image contains no errors or that we received the deposit. We are not responsible for any image that we do not receive or that are dropped during transmission.

Following receipt of your deposit, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

A confirmation number is not a representation, warranty or other indication that the check image will be presented for collection or will be honored by any collecting or paying bank. If we reject a check image received through the Service, then you may submit the original check to us by visiting a branch or ATM, or by mail, unless we instruct you otherwise, or you may want to contact the drawer and have them reissue the check. If you do submit the original check for processing, we reserve the right to refuse to process it and may instead require you to have the check reissued.

**Email Address.** You agree to immediately notify us if you change your email address, as we will send you notification of receipt of remote deposit items.

**Funds Availability.** Funds will be available as described in our Funds Availability Disclosure located at <https://www.Texanscu.org/home/about/disclosures>.

**Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We may change such limits at any time at our discretion. We may impose limits on the dollar amount or number of deposits you make through the Service and such limits shall be provided to you when you access the Service.

**Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Texans sole discretion subject to the Deposit Account Agreement governing your account.

**Errors.** You agree to notify Texans of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable Texans account statement is sent. Unless you notify Texans within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Texans for such alleged error.

**Original Checks.** After you receive confirmation that we have received an image, you agree to securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Returned Deposits.** Any credit to your account for checks deposited using the Service is provisional. If original checks deposited through the Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with a notice of Returned Check and an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned

item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**Your Warranties.** You make the following warranties and representations with respect to each image:

- You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware and Security Credentials to prevent unauthorized use.) All uses of the Service through your security credentials will be deemed to be uses authorized by you and be binding upon you. You assume the entire risk for the fraudulent or unauthorized use of your security credentials. You agree to exercise responsible behavior when using the service, follow the instructions and recommendations that Texans provides you with respect to the service and use maximum caution when protecting your hardware and security credentials from unauthorized access. You agree to notify Texans immediately if you become aware of any loss or theft of, or any unauthorized use of the Service or your security credentials.
- Each image 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.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You will not submit checks that have previously been deposited to Texans or any other institution.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**Compliance with Law.** You will use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

**Service Unavailability.** The Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. We

will attempt to post alerts on our website to notify you of these interruptions in Service. In the event that the Service is unavailable, you may deposit original checks at our branches, through our ATMs, or by mail:

Texans Credit Union  
Attn: Payment Services  
P.O. Box 853912  
Richardson, TX 75085-3912

**Service Security.** You understand that check images captured using the Service are stored on the mobile device only until the associated deposit has been successfully submitted. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed or cancel the deposit transaction. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with 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 you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight and Ensenta Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

In the event that you believe there has been an error with respect to any original paper check or image thereof transmitted by you for deposit or a breach of this Agreement, you will immediately contact Texans regarding such error or breach as set forth below.

Telephone: 972.348.2000 or 800.843.5295

E-mail: [texansonlinebanking@texanscu.org](mailto:texansonlinebanking@texanscu.org)

**Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight (Digital Insight) and Ensenta (Ensenta), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Ensenta, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to

the extent such claim is related to Texans or the End User's use of the Service, Ensenta or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Ensenta in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**Acceptable Use of the Service.** You must fully comply with these Terms, the Agreement and all applicable law when you use the Service. If you breach these Terms, we may immediately terminate your authority to use of the Service. You may use the Service only for personal, family and household services and not business purposes.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE 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 THE 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 THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**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 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 THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**Financial Information.** You must inform us immediately of any material change in your financial circumstances. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

**Change in Terms.** We may change the terms and charges for the Service indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the Service after receipt of notification of any change by us constitutes your acceptance of the change.

**No Waiver.** No waiver of any of the foregoing terms and conditions shall be effective unless it is in writing and signed by an authorized officer of Texans, and no waiver shall be deemed to imply or constitute a continuing waiver or a waiver of any other term or condition.

**Construction and Interpretation.** If any portion of this agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion shall be construed as narrowly as possible in order to give effect to as much of the agreement as possible.