

**Community Resource Credit Union (CRCU)
Mobile Check Deposit User Agreement (“Agreement”)**

Welcome to the Mobile Check Deposit Service. In this Agreement, if the Account to which an Mobile Check Deposit is made is a natural person Account, the words "you" and "your" mean all owners of the Account and any other persons authorized by an Account owner to make the Mobile Check Deposit. If the Account to which an Mobile Check Deposit is made is a business account, the words "you" and "your" mean the Company, all of the authorized signers on the Company Account in their individual capacity, and any other person the Company authorizes to make the Mobile Check Deposit. "We," "our," "us," and "Credit Union" mean CRCU.

1. **Acceptance of Terms.** By using Mobile Check Deposit, you authorize us to take all actions necessary to provide the Service and you agree to the following terms and conditions. Your use of Mobile Check Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change. Your continued use of Mobile Check Deposit will indicate your acceptance of the revised Agreement. Furthermore, CRCU reserves the right, at its sole discretion, to change, modify, add, or remove portions from Mobile Check Deposit. Your continued use of Mobile Check Deposit will indicate your acceptance of any such change. In addition to this Agreement, you agree to be bound by and comply with all applicable clearinghouse rules, operating circulars, and other check processing rules to which we are bound, including Federal Reserve Bank Operating Circular 3 and Article 4 of the Uniform Commercial Code as adopted in Texas. The terms of the CRCU Membership and Account Agreement and any other CRCU agreements to which you are bound are incorporated into this Agreement. If any of the provisions of any other agreements should conflict with the terms of this Agreement, the terms of this Agreement will control.
2. **Services.** Mobile Check Deposit is designed to allow you to make deposits of checks (“original checks”) to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information (“images”) to us or our processor with your Mobile Device. After you login to Mobile Banking, you may apply for Mobile Check Deposit.
3. **Guarantee Specific to Deposits Received for Credit to a Business Account.** Your use of the Services for the purpose of depositing to a Business Account constitutes your understanding and agreement that you may be personally liable for any expenses CRCU 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 non-payment, collection costs and attorneys’ fees, as applicable, as well as any and all costs associated with CRCU enforcing this Guarantee. This Guarantee shall inure to the benefit of CRCU and its successors.

4. **Limits.** Mobile Check Deposits are limited in amount to \$3,000 per day, with a rolling 30-day limit of \$10,000. Individual limits may vary and are subject to change.
5. **Eligible items.** Each Item may be transmitted to us only once unless we otherwise direct in writing. Only Checks, as that term is defined in the Regulation CC, drawn by third parties on financial institutions and payable to you are eligible for deposit. We will not accept:
 - Checks or items payable to any person or entity other than you.
 - Checks or items drawn or otherwise issued by you or any other person on any of your account or any account on which you are an authorized signer or joint account holder.
 - 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.
 - Checks or items previously converted to a substitute check, as defined in Regulation CC.
 - Checks or items drawn on a financial institution located outside the United States.
 - Checks or items that are remotely created checks, as defined in Regulation CC.
 - Checks or items not payable in United States currency.
 - Checks or items dated more than 6 months prior to the date of the deposit.
 - Checks or items prohibited by CRCU's current procedures relating to Mobile Check Deposit or which are otherwise not acceptable under the terms of your CRCU account.
6. **Endorsements.** Each Check deposited through the Service will qualify as an Item as defined herein and must be endorsed by all payees with the restrictive endorsement "For Mobile Deposit, Acct _____" above all signatures. While we normally will provide notice, you acknowledge and agree that we may reject any Item presented for deposit in our sole discretion without notice to you, and we will not be liable for any such rejection. You may use the Home Banking service or call us to confirm that we have received and accepted an Item for deposit.
7. **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 must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. 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.

8. **Receipt of Deposit.** All images processed for deposit through Mobile Check Deposit will be treated as “deposits” under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. When we receive an image, we will confirm receipt and give you an email confirmation option. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, 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.

9. **Original checks.** After you receive confirmation that we have received an image, you must securely store the original check for 30 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 5 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. Promptly after such period expires, you must destroy the original check by first marking it “VOID” and then destroying it.

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.

10. **Returned Deposits.** Any credit to your account for checks deposited using Mobile Check Deposit is provisional. If original checks deposited through Mobile Check Deposit 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 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.

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

- 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 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. You agree to indemnify and hold harmless CRCU from any loss for breach of this warranty provision.

12. **Compliance with Law.** You will use Mobile Check Deposit 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.

13. **Mobile Check Deposit Unavailability.** Mobile Check Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Check Deposit is unavailable, you may deposit original checks at our branches or by mailing the original check to: P.O. Box 3181, Baytown, TX 77522.

14. **Funds Availability.** You agree that items transmitted using Mobile Check Deposit is not subject to the funds availability requirements of Regulation CC. In general, if an

image of an item you transmit through the Service are received and accepted before 3:30PM Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using Mobile Check Deposit will generally be made available in two business days from the day of the deposit. CRCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, and such other factors as CRCU, in its sole discretion, deems relevant. Our business days are Monday through Friday, excluding Federal holidays.

15. **Mobile Check Deposit Security.** 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. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone to 281-422-3611 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.

16. **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 Mobile Check Deposit 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, Intuit, Inc. and Ensenta Corporation, retain all rights, title and interests in and to Mobile Check Deposit, Software and Development made available to you.

17. **Accountholder's Indemnification Obligation.** You agree 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 Mobile Check Deposit and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

18. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE DEPOSIT 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 ANY REMOTE DEPOSIT 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 ANY REMOTE DEPOSIT 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 ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

19. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY 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 ANY REMOTE BANKING 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.
20. **Hardware and Software Requirements.** In order to use Mobile Check Deposit, you must obtain and maintain, at your expense, compatible hardware and software as specified by CRCU from time to time. CRCU is not responsible for any third party software you may need to use Mobile Check Deposit. 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 the time of download and installation.
21. **Errors.** You agree to notify CRCU of any suspected errors regarding items deposited through Mobile Check Deposit right away, and in no event later than 33 days after the applicable CRCU account statement is sent. Unless you notify CRCU within 33 days, such statement regarding all deposits made through Mobile Check Deposit shall be deemed correct, and you are prohibited from bringing a claim against CRCU for such alleged error. Contact us at 281-422-3611 or answers@crcu.org.