



RED RIVER EMPLOYEES FEDERAL CREDIT UNION
MOBILE REMOTE DEPOSIT CAPTURE SERVICES TERMS AND CONDITIONS

Effective: September 2014

In this Disclosure and Agreement, the words “you,” “your,” and “yours,” mean the member or business that applied for and/or uses any of the Mobile Remote Deposit Capture Services (the “Services”) described in this Disclosure and Agreement. The words “we,” “our,” “us,” “Credit Union,” “Red River Credit Union,” “RRCU,” and “RREFCU” mean Red River Employees Federal Credit Union. Your Application for use of the Remote Deposit Capture Services, our notification of approval of your application, and your Red River Employees Federal 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 your Application, our approval, or the Account Agreement, this Disclosure and Agreement will control.

Use of the Services. Following receipt of our notification approving your use of the Services, you are authorized, by us to remotely deposit paper checks you receive to your account with us (the “Account”) by electronically transmitting a digital image of the paper checks to us for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. You agree to comply with the hardware and software requirements set forth in the “System Requirements” section of this agreement. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image via onscreen messaging and/or email notification. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account. You understand that any amount credited to your Account for items deposited using the Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

In addition you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

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 Red River Employees Federal 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 non-payment, collection costs, and attorney’s fees as applicable, as well as, any and all costs associated with RREFCU enforcing this Guarantee. This Guarantee shall benefit Red River Employees Federal Credit Union and its successors and assigns.

Compliance with Law. You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of your business if applicable. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rule, and regulations. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

Check Requirements. Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to capturing the original check, you will endorse the back of the original check. Your endorsement must include the signature of all parties to whom the check is made payable, and the words “Mobile Deposit.” The image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) 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 endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Rejection of Deposit. We are not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Items Returned Unpaid. A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us 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 plus any applicable fees from the Account.

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

Unavailability of Services. You understand and agree that the Services may at times be temporarily unavailable due to the Financial Institution’s system maintenance or technical difficulties including those of the Internet service provider, cellular service provider, and Internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at our branches, or through our ATMs, or by mailing the original check to us at P.O. Box 5909, Texarkana, TX, 75505-5909. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us. However, we will email notification of items that are rejected by the next business day following rejection.

Business Days. Our business days are Monday through Friday, excluding federal holidays.

Funds Availability. You understand and agree that, for purposes of deposits made using the Services, the place of deposit is Texarkana, Texas. With regard to the availability of deposits made using the Services, such funds will be available as set forth below.

Funds deposited into accounts may not be available for immediate withdrawal in cash, or to pay checks, debits, or other withdrawals from the account. The length of delay varies depending on the type of deposit and is counted in business days (everyday, except Saturdays, Sundays, & federal holidays) from the day of deposit.

IN MOST (BUT NOT ALL) CASES, THE FUNDS FROM A DEPOSIT WILL BE AVAILABLE:

Next Day Availability (1 st Business Day after Deposit)	<ul style="list-style-type: none"> ▪ U.S. Treasury Check (payable to you) ▪ First \$200 of total deposit for local checks
2nd Business Day after Deposit	<ul style="list-style-type: none"> ▪ Local check - All U.S. (non-foreign) checks payable to you that are not listed with “Next Day Availability” ▪ State or local government check (payable to you) ▪ Cashier’s, certified, or teller’s check (payable to you) ▪ Federal Reserve Bank check, Federal Home Loan check (payable to you)

Longer delays may apply if you are a new member or for various other reasons.

Internal Controls and Audit. You understand and agree to adhere to the Internal Controls as described in this agreement. Furthermore, you agree to comply with the Audit requirements prescribed by the Financial Institution within this Agreement.

Accountholder's Warranties. You make the following warranties and representations with respect to each image of an original check you transmit to you utilizing the Services:

1. Each image of a check transmitted to us 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.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. The payee on each original check is an account owner/authorized signer on the account to which the deposit is being made.
4. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
5. Other than the digital image of an original check that you remotely deposit through our Services, there are no other duplicate images of the original check.
6. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
7. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
8. The information you provided in your Application remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
9. You have not knowingly failed to communicate any material information to us.
10. You have possession of each original check deposited using the Services and no party will submit the original check for payment.
11. 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.

Storage of Original Checks. You must securely store each original check that you deposit using the Services for a period of 60 days after transmission to us. If you are using the Service to deposit items 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 under dual control, by your authorized personnel. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

Securing Images on Mobile Devices. When using (DeposZip - Mobile Check Deposit), you understand that check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

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.

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

Telephone us at: [\(903\)735-3000](tel:9037353000) or [\(800\)822-3317](tel:8008223317)

Use the "Contact Us" link at: www.rfcu.com

Limitation of Liability. You understand and agree that we are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

Charges for Use of the Services. There is no charge for use of the DeposZip - Mobile Check Deposit Service. There is a \$35 charge for each return item processed in conjunction with the DeposZip - Mobile Check Deposit Service.

Warranties. YOU UNDERSTAND THAT RED RIVER CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RREFCU IS NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms. We may change the terms and charges for the Services 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 Services after receipt of notification of any change by us constitutes your acceptance of the change.

Termination of the Services. You may terminate, by written request, the Services provided for in this Disclosure and Agreement. We may terminate your use of the Services at any time upon written notice. In the event of termination of the Services, you will remain liable for all transactions performed on your Account.

Relationship to Other Disclosures. The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

Governing Law. You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the state of Texas, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the state of Texas.

Periodic Statement. Any remote deposits made through the Services will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Services by no later than 30 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

System Requirements. In order to access this service you must have an Android or iPhone mobile device with the RRCU mobile application installed, which can be downloaded from Google play or the App Store. The RRCU mobile app is free; however, data rates may apply during usage. RRCU is not responsible for any charges you incur from accessing/using the mobile app or the mobile remote deposit capture service.

Limitations on Frequency and Dollar Amount. You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by us.

Bronze: \$500 per deposit, \$500 per day, \$1500 per 30 rolling calendar days

Silver (Default): \$1000 per deposit, \$2500 per day, \$5000 per 30 rolling calendar days

Gold: \$2500 per deposit, \$5000 per day, \$10000 per 30 rolling calendar days

Unacceptable Deposits. You understand and agree that you are not permitted to deposit the following items using the Services:

1. Any item drawn on your account;
2. Any check previously returned;
3. Any item that is stamped with a “non-negotiable” watermark;
4. Any item that contains evidence of alteration to the information on the check;
5. Any item issued by, payable by, or payable through a financial institution in a foreign country;
6. Any item that is incomplete;
7. Any item that is “stale dated” or “post-dated;”
8. Savings Bonds;
9. Traveler’s Checks;
10. Credit Card Checks;
11. Any check issued by a “Pay-Day Lender” or any other person or entity, in which your endorsement constitutes a loan contract;
12. Any money order;
13. Any item previously submitted for deposit whether electronically, remotely, or in person.

Changes in Financial Circumstances. You understand and agree that you must inform us immediately in the event a material change in your financial circumstances as or in any of the information provided in your Application including any supporting financial information. If you are using the Service to deposit items into an account in the name of a Business to which you are a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at your business; (b) any change in a representation or statement made or furnished to us by you or on your behalf in your Application; (c) a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) you liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) you sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of your indebtedness to us, whether related or unrelated to the Account or the Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading); (h) you or any guarantor dies; if you are a sole proprietorship, the owner dies; if you are a partnership, any general or managing partner dies; if you are a corporation, any principal officer or 10.00% or greater shareholder dies; if you are a limited liability company, any managing member dies; if you are any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of your property on or in which we have a lien or security interest, including a garnishment of any of your accounts with us; (j) a judgment or judgments is entered against you or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days *or* stayed pending appeal; (k) an involuntary lien or liens is attached to any of your assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in your financial condition or applicable credit histories; and (m) you are in default under any agreement for borrowed money or any other material contract. You agree to provide us any financial records we reasonably request to determine your financial status during the term of this Disclosure and Agreement.

Confidentiality. You acknowledge and agree that confidential data relating to our Services, marketing, strategies, business operations and business systems (collectively, “Confidential Information”) may come into your possession in connection with this Disclosure and Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of

any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.