

## **Kerr County Federal Credit Union Mobile Remote Deposit Capture Agreement**

This Agreement governs the Kerr County Federal Credit Union Mobile Remote Deposit Capture service (the "Service"). The Service permits users to deposit checks remotely using their mobile device.

In this Agreement, the words "you" and "your" mean the primary member requesting the Service and any joint Account owners, authorized signers, or other persons authorized to act on the primary member's Credit Union Accounts. You represent that you are authorized to enter into this Agreement on behalf of all account owners and any other authorized signers. "We," "our," "us," and "Credit Union" mean Kerr County Federal Credit Union.

You must be enrolled in our Mobile Banking service to use this Service and additionally download our mobile application ("mobile App") to your mobile device. Other requirements and limitations for the Service are set forth in the Mobile/Remote Deposit Capture Guidelines and Limits ("Guidelines and Limits"), which are made a part of this Agreement. The Kerr County Federal Credit Union Membership Agreement and Disclosures is also made a part of this Agreement. Certain additional user requirements and limitations may also apply as set forth in 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 made a part of this Agreement. In the event of any conflict between these agreements and documents, the order of priority for resolving the conflict shall be (1) Any instructions, user guides, FAQs, and other information provided to you, (2) this Agreement and the Guidelines and Limits, and (3) the Membership Agreement and Disclosures, unless this Agreement specifically provides otherwise. Capitalized terms and pronouns used in this Agreement have the meanings as defined herein or in the Membership Agreement and Disclosures.

We reserve the right to deny an application for any reason in our sole discretion. Upon approval, you may use an approved mobile device and our mobile App to capture images of certain paper checks, front and back, and electronically transmit the images over the Internet to us for deposit into the designated share draft (checking), money market, or share (savings) account. 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.

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.
  - c. **Service:** The remote deposit capture service offered by the Credit Union.

- d. **Check:** An original paper check, other than a documentary draft, payable on demand, negotiable, and drawn on or payable through a financial institution headquartered in the United States of America.
- e. **Remotely Created Check:** A check that is not created by the paying bank or its supplier and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.
- f. **Foreign Item:** A check not drawn on or payable through a financial institution located in the United States of America.
- g. **Check 21:** The Check Clearing for the 21st Century Act, 12 U.S.C. 5001 *et. seq.*, and the implementing Check 21 regulations located in Subpart D to Federal Reserve Board Regulation CC, 12 C.F.R. 229 *et. seq.*, and other applicable provisions of Regulation CC.

**2. Hardware and Software Requirements.** You are responsible for purchasing, operating, and maintaining an approved mobile device and any other equipment necessary to use the Service. You agree to download and use the latest version of the Credit Union's mobile App as it becomes available. You are additionally responsible for all wireless and Internet services necessary to access the Service and for charges arising out of or related to those services. We are not responsible for any third-party hardware or software you may need to use the Service. To use the Service, you must have an approved mobile device and a working Internet connection. We may impose additional hardware and software requirements and mandatory equipment maintenance procedures from time to time by notifying you, and you agree to abide by such requirements and procedures at your expense. We reserve the right to add to, change, or delete the hardware, software, and other Service requirements from time to time by providing notice to you. You agree to accept notices provided in connection with the Service at your email address on file with us or by any other commercially reasonable notification method we may choose.

**3. Security and Safeguarding Your Devices and Access Information.** You agree to keep your mobile devices secure and implement safeguards to protect against unauthorized deposits and access to your information. To the extent permitted by applicable law, you will be responsible if fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable Items are sent to us for credit to your account. You may access the Service by logging into your accounts using your Mobile Banking ID and Mobile Banking Password. Your Mobile Banking ID and Password are collectively referred to in this Agreement as the "Access Information." We may require additional security procedures in order to authenticate a user, and you agree to abide by our requirements. You agree to keep your Access Information secure by memorizing it or keeping it in a safe place, not disclosing it to any third party other than those to whom you provide your express authorization, and you will not record or display your Access Information in such a manner that it will be accessible by unauthorized third parties. You additionally agree to complete your remote deposit transactions promptly, and you will not leave your mobile device unattended while using the Service. You agree to promptly log off each time you finish using the Service. **You understand that any person having access to your Access Information will have ready access to the Service and will have the ability to perform all transactions available through Mobile Banking and the mobile App and the Service.** You agree that any use of your Access Information by you, any other party to any of your Credit Union share draft (checking), money market, or share (savings) accounts, anyone you permit or authorize to use your Access Information, and anyone to whom you disclose your Access Information or give access to your Access Information is deemed an authorized use for which you will be liable. If you authorize another person to use your Access Information in any manner, your authorization is considered unlimited in amount and manner until you have notified us in writing that you have revoked

the authorization. You are responsible for any transactions made by any such person until we have received your written notice of revocation and have had a reasonable opportunity to act upon it. You understand that anyone with access to your mobile device may be able to access any check images you have captured on your mobile device, and we are not responsible for any damages or liability arising out of such access. You are responsible for reporting the loss, theft, or compromise of your mobile device or your Access Information to us as soon as possible after you learn of it or suspect that unauthorized access or use has or may occur. For your security, we may restrict access to the Service without advance notice if we suspect or detect fraudulent activity.

**4. Items Eligible for Deposit.** When using this Service, we will use the check images you send to us to clear the checks as images or create Substitute Checks for presentment to the paying financial institutions. We may choose, in our sole discretion, the method we use to present and clear remotely deposited checks. All Items accepted for deposit will be treated as Checks, Items, and/or deposits under the Membership and Account Agreement and are subject to that agreement. Each Item may be transmitted to us only once unless we specifically instruct otherwise. Only Checks drawn on financial institutions headquartered in the United States of America and payable to one or more account owners are eligible for deposit. Each payee of a Check must be an account owner on the account into which the Check is deposited, and we will not accept Checks payable to any other person. We will not accept Substitute Checks. We will not accept Remotely Created Checks, third-party checks, or Foreign Items. Each Check deposited and accepted through the Service will qualify as an Item as defined herein and must be properly endorsed by all required payees. Additional restrictions and endorsement requirements are set forth in the Guidelines and Limits attached hereto. You agree not to deposit 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. While we will provide notice as soon as possible if we cannot accept an Item for remote deposit, you acknowledge and agree that we may reject any Item in our sole discretion without advance notice to you, and we will not be liable for any such rejection. We may restrict the types of accounts into which Checks can be deposited. Funds from Checks deposited through the Service will generally be made available in accordance with our Funds Availability Policy, but we retain the discretion to delay the availability of deposits for a longer period. You may contact us at the telephone numbers listed in the Guidelines and Limits to confirm that we have accepted an Item and when the funds will be available.

**5. Image Quality.** Both the front and back of each Check must be sent to us as directed in any instructions we provide or make available to you. You are responsible for ensuring that the images of the front and back of each Check are correctly matched and that the Check images are legible. We will not accept Items containing incomplete Check images or images of Checks with torn or folded edges, cut corners, or containing any other physical discrepancies. YOU REPRESENT AND WARRANT THAT EACH ITEM SUBMITTED FOR REMOTE DEPOSIT (A) WILL ACCURATELY AND LEGIBLY REPRESENT ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE CHECK AT THE TIME OF IMAGING, INCLUDING WITHOUT LIMITATION, THE AMOUNT OF THE CHECK, THE PAYEE, THE DRAWER'S SIGNATURE, THE PREPRINTED INFORMATION THAT IDENTIFIES THE DRAWER AND THE PAYING BANK, THE MAGNETIC INK CHARACTER RECOGNITION (MICR) LINE, AND ALL OTHER INFORMATION PLACED ON THE CHECK BEFORE IMAGING, SUCH AS ENDORSEMENTS APPLIED TO THE BACK OF THE CHECK, AND (B) WILL CONFORM TO OUR SPECIFICATIONS AS PROVIDED TO YOU FROM TIME TO TIME AS WELL AS APPLICABLE INDUSTRY AND REGULATORY STANDARDS.

**6. Standard of Care; Deposit Limits and Cutoff Times.** We will use ordinary care as defined by the Texas Uniform Commercial Code in the handling of Items. We reserve the right to suspend the availability of the Service from time to time for necessary maintenance. Additionally, the Service may be unavailable from

time to time due to circumstances outside of our control. When the Service is unavailable, you agree to deposit your checks through other available channels such as in person at a branch location or by mail. We may impose limits on the dollar amount of Checks that may be remotely deposited as set forth in the Guidelines and Limits. Items received Monday through Friday on business days we are open and before our cutoff time listed in the Guidelines and Limits will normally be processed on the same business day unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent processing. In such cases, the Items will be processed on our next business day if conditions permit, as will Items received after our cutoff time and on days our administrative offices are not open. The Guidelines and Limits attached hereto contain additional information about our business days. All accepted Items will be considered deposited at our headquarters in Kerr County Texas.

7. **Fees.** Standard fees as set forth in our Truth in Savings Fee Schedule and applicable to check deposits and check processing and will apply to remotely deposited checks. Any additional fees charged in connection with the remotely deposited checks or the Service may be set forth in the Guidelines and Limits attached hereto.

8. **Electronic Signatures and Communications.** You may sign this Agreement electronically. By providing your electronic signature, you agree to the use of electronic signatures and agree that any such signature shall be deemed your handwritten signature for all purposes and with the same binding effect as a signed paper document. We may choose to provide notices related to the Service electronically through the Home Banking service or any email address we have on file for you, and you consent to accept notices in electronic form. You agree to keep your email address and all other name and contact information on file with us current at all times by using the Home Banking service or other approved methods to update your information.

9. **Receipt of Items, Lost Items, and Wireless Communications.** Items are not considered received by us until we have notified you at the time of deposit that the transmission was successful. Receipt of an Item does not constitute an acknowledgement by us that the Item is error-free, that we have accepted the Item, or that we will be liable for the Item. You understand that wireless communications may not be encrypted and that there are risks in transmitting data to us with your mobile device. We have implemented important measures to safeguard and secure your data, but we cannot be responsible for Items not received by us or for any intrusion into or theft of any data you transmit unless the loss is substantially caused by us. You acknowledge that we cannot and do not guarantee the security of information transmitted over wireless networks and you expressly agree to assume this risk. Credit given for an Item received for deposit is provisional and subject to verification and final settlement. We are not responsible for alterations made to Items in the course of transmission to us. You are responsible for ensuring that Items transmitted to us have been received by us and credited to the designated Account in the correct amount.

10. **Retention of Items.** Once you have received notice from us that your transmission was successful, you agree to retain each Check in its original form for at least 60 days. During this time, you agree to make the original Check available to us within 10 calendar days on our request and at your expense. If you do not provide a requested Check to us in a timely manner, we may reverse any credit we have provided for the Item. After 60 days, you agree to mark each accepted Check "Void" across the face of the Check and destroy the Check by cross-cut shredding or another secure method to ensure that the Check will not be redeposited. Unless instructed by us in writing, you may not to negotiate, present, or redeposit an original Check that has been deposited through the Service.

**11. Additional Duties and Obligations.** In addition to your other duties as provided in this Agreement, you agree to abide by our policies and procedures in any matter related to the Service. You agree to implement and maintain reasonable security measures for the safekeeping of all Checks and Items. You agree that we may monitor and review your remote deposit process and require you to implement reasonable and specific internal controls to use the Service. You agree to provide any additional information and documentation we may reasonably request in connection with a remote deposit transaction, including providing image files of deposited Items to us on request. You agree to review your accepted remote deposit transactions shortly after they have been posted to your account and promptly notify us of any input or other errors. You additionally agree to examine your account statement in a timely manner and promptly report errors or discrepancies to us within the 33-day time period provided in the Membership and Account Agreement. If you discover an error or discrepancy relating to a Substitute Check, you must notify us within the later of 60 days after we mailed or delivered (i) the account statement that contains the information concerning the transaction giving rise to the claim, or (ii) the Substitute Check giving rise to the claim. You agree to notify us promptly if you experience or suspect any problems or issues relating to the Service. You agree that we may make adjustments to your Account arising out of or related to your use of the Service at any time without advance notice to you. At any time, we may charge back Items that do not satisfy the warranties you are making with respect to the Items or do not otherwise meet the requirements of this Agreement. You are solely liable for an error or discrepancy related to an Item unless the error or discrepancy results from a breach of our duty of care. You agree to be responsible for all charges and fees charged by us or by third parties in connection with handling your Items, including applicable fees as set forth in the Guidelines and Limits and the Schedule of Fees and Charges. Such charges and fees are due and payable immediately, and you agree that we may charge any eligible account on which you are an owner for such charges and fees without notice to you. You agree to be responsible for any direct and indirect damages accruing to you or us that result from your failure to follow our procedures or maintain adequate security over your Checks.

**12. Return of Items.** If an Item is dishonored, rejected, or otherwise returned unpaid, we will charge back the amount of the original Check, and you will receive a Substitute Check as the charged back Item. You may not use the Service to deposit a Substitute Check, and you may not deposit or redeposit the original Check, whether by physical deposit or by way of the Service, if you receive a Substitute Check as a dishonored Item. You agree to abide by any additional instructions we may provide to you in connection with returned Items.

**13. Warranties and Indemnity.** IN CONNECTION WITH YOUR USE OF THE SERVICE, YOU REPRESENT AND WARRANT THAT:

(A) YOU WILL USE THE SERVICE AND RELATED TECHNOLOGY FOR LEGAL PURPOSES ONLY AND ONLY AS PROVIDED IN THIS AGREEMENT;

(B) YOUR USE OF THE SERVICE WILL BE IN COMPLIANCE WITH APPLICABLE LAW, INDUSTRY STANDARDS, AND OUR POLICIES, PROCEDURES, AND SPECIFICATIONS AS AMENDED FROM TIME TO TIME;

(C) YOU ARE A PAYEE OR AN AUTHORIZED REPRESENTATIVE OF THE PAYEE AUTHORIZED TO ENFORCE EACH ITEM YOU TRANSMIT;

(D) ALL ITEMS TRANSMITTED TO US AND ANY RELATED INFORMATION ARE ACCURATE AND COMPLETE AND ONLY ELIGIBLE ITEMS AS PROVIDED IN THIS AGREEMENT WILL BE DEPOSITED;

(E) YOU WILL COOPERATE WITH US WHEN REQUESTED IN CONNECTION WITH OUR PROVISION OF THE SERVICE;

(F) THE QUALITY OF ITEMS AND THE IMAGES YOU TRANSMIT WILL BE SUCH THAT A LEGALLY EQUIVALENT SUBSTITUTE CHECK CAN BE CREATED,

(G) YOU WILL NOT TRANSMIT ANY IMAGE FILE TO US THAT CONTAINS A VIRUS OR OTHER HARMFUL COMPUTER CODE;

(H) NEITHER YOU NOR ANY OTHER PERSON WILL DEPOSIT AN ORIGINAL PAPER CHECK THAT YOU ATTEMPTED TO DEPOSIT THROUGH THE SERVICE UNLESS THE ITEM CANNOT BE ACCEPTED OR PROCESSED THROUGH THE SERVICE AND WE HAVE SPECIFICALLY NOTIFIED YOU IN WRITING THAT YOU MAY DO SO;

(I) THE ITEMS YOU SUBMIT WILL CONFORM TO OUR STANDARDS AND YOU WILL NOT BREACH THE TERMS OF THIS AGREEMENT AT ANY TIME;

(J) ITEMS YOU SUBMIT ARE NOT COUNTERFEIT OR ALTERED AND THAT ALL SIGNATURES ON CHECKS ARE AUTHORIZED AND AUTHENTIC;

(K) YOU WILL BE RESPONSIBLE FOR ANY FRAUDULENT, INCORRECT, OR ILLEGIBLE ITEMS SENT TO US, WHETHER SENT INTENTIONALLY OR UNINTENTIONALLY;

(L) YOU EXPRESSLY ASSUME ALL OF THE WARRANTIES FOR THE COLLECTION AND PRESENTMENT OF CHECKS AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES SET FORTH IN TEXAS UNIFORM COMMERCIAL CODE SECTION 4.208;

(M) YOU EXPRESSLY ASSUME ALL OF THE WARRANTIES AND INDEMNIFICATIONS OF CHECK 21, INCLUDING WITHOUT LIMITATION, THE WARRANTY THAT NO DEPOSITORY INSTITUTION, DRAWEE, DRAWER, OR ENDORSER WILL RECEIVE PRESENTMENT OR RETURN OF, OR OTHERWISE BE CHARGED FOR, THE SUBSTITUTE CHECK, THE ORIGINAL CHECK, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE SUBSTITUTE CHECK OR ORIGINAL CHECK SUCH THAT THE PERSON WILL BE ASKED TO MAKE A PAYMENT BASED ON A CHECK THAT IT HAS ALREADY PAID;

(N) WE WILL SUFFER NO LOSS AS A RESULT OF OUR ACCEPTANCE OF YOUR ITEMS OR YOUR USE OF THE SERVICE;

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CREDIT UNION AND OUR TECHNOLOGY PARTNERS, INCLUDING BUT NOT LIMITED TO THE RESPECTIVE AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS OF EACH OF THE FOREGOING FROM ALL CLAIMS, ACTIONS, DAMAGES, COSTS, EXPENSES, LOSSES, AND LIABILITIES WE INCUR, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND RELATED EXPENSES, COURT COSTS, AND INTEREST, THAT ARISE OUT OF, RESULT FROM, OR RELATE TO (I) YOUR BREACH OF ANY OF THE REPRESENTATIONS OR WARRANTIES OR ANY OTHER PROVISIONS OF THIS AGREEMENT, OR (II) YOUR USE OF THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CREDIT UNION AND ITS TECHNOLOGY PARTNERS, INCLUDING BUT NOT LIMITED TO

SHARE/DATA SYSTEMS OF TEXAS AND THE RESPECTIVE AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS OF EACH OF THE FOREGOING FROM AND AGAINST ANY THIRD PARTY CLAIMS, SUITS, PROCEEDINGS, ACTIONS OR DEMANDS, INCLUDING 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'S FEES AND EXPENSES, ARISING FROM SUCH CLAIMS, TO THE EXTENT SUCH CLAIMS ARE RELATED TO YOUR USE OF THE SERVICE OR THE CREDIT UNION TECHNOLOGY PARTNERS' APPLICATIONS, UNLESS SUCH CLAIM DIRECTLY RESULTS FROM AN ACT OR OMISSION MADE IN BAD FAITH BY THE CREDIT UNION OR ITS TECHNOLOGY PARTNERS. ALL OF THE PROVISIONS IN THIS SECTION 13 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**14. Warranty Disclaimers; Limitation of Liability.** USE OF THE SERVICE AND ALL RELATED INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) ARE PROVIDED AT YOUR OWN RISK AND ON AN "AS IS" AND ON "AS AVAILABLE" BASIS. WE DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, 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 OBTAINED BY USING THE SERVICE WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE SERVICE OR THE RELATED 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 SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE MAY BE REQUIRED BY LAW.

**15. Confidentiality.** The Service and related technology may contain valuable trade secrets ("Confidential Information") that are the property of the Credit Union and its technology partners. You agree to (i) take reasonable precautions to protect the Confidential Information, (ii) hold the Confidential Information in strict confidence, and (iii) use it only for the purpose of this Agreement. Any unauthorized use of Confidential Information constitutes a material breach of this Agreement and may cause the owner irreparable injury for which there is no adequate remedy at law. In the event of an actual or threat of breach of Confidential Information, in addition to any other remedies available at law to us or our technology partners, you agree that we or our technology partners may seek equitable relief to prevent or remedy the breach or threat of breach without posting bond or any other security.

**16. Ownership and License.** You acknowledge that the remote deposit technology, the Service, and the App are the property of the Credit Union and/or its technology partners, including but not limited to Share/Data Systems of Texas., and are protected by copyright law. The Credit Union and its technology partners grant you a limited, personal, non-exclusive, non-transferable license to use the technology and to download and install the App solely to access and use the Service in accordance with the terms of this Agreement and any future amendments to this Agreement. You acknowledge that all right, title and interest in the Service, the remote deposit technology and the App, and all software and development, is owned and retained by the Credit Union or its technology partners and that neither the Service, the

remote deposit technology, nor the App is sold to you. Your rights to the Service, the remote deposit technology, and the App are strictly limited by this Agreement, and the Credit Union and its licensors reserve all rights not expressly granted herein. You may not, nor may you permit any third party to: (a) sublicense, rent, lease, transfer, sell, or redistribute the Service, the remote deposit technology, or the App or any portion thereof, (b) reverse engineer, decompile, disassemble, modify, change, alter, translate, create derivative works from, attempt to derive the source code of, copy or reproduce all or any part of, or interfere with, or attempt to interfere with, the Service, the remote deposit technology, or the App or any portion thereof, or (c) use the Service, the remote deposit technology, or the App or any portion thereof in any manner not expressly permitted under this Agreement.

**17. Force Majeure.** We will not be deemed in default or otherwise liable under this Agreement due to our inability to perform our obligations by reason of fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any failure or delay of any transportation, power, computer or communications system, or any other similar cause beyond our reasonable control.

**18. Assignment.** You may not assign this Agreement or any right or obligation under this Agreement without our prior written consent.

**19. No Waiver; Time of Essence.** No provision of this Agreement will be deemed waived, and no breach will be deemed excused, unless such waiver or excuse is in writing and signed by the party from whom such waiver or excuse is claimed. For purposes of this Agreement, time is of the essence.

**20. Severability.** In the event that any provision of this Agreement is determined to be invalid, unenforceable, or otherwise illegal, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.

**21. Amendment.** We may add to, change, or delete the terms of this Agreement by providing notice to you. We may also add to, change, suspend, or terminate some or all of the functionalities or features of the Service at any time without notifying you, although we will normally provide notice of such changes on our website or through the Home Banking service. If you do not consent to a modification of this Agreement or the Service, you may terminate and discontinue your use of the Service at any time by notifying us in writing. You remain responsible for all transactions initiated before termination. You may not amend this Agreement unless we expressly agree to the amendment in writing.

**22. Termination.** We reserve the right to terminate this Agreement at any time by notifying you.

**23. Headings.** The titles and headings of the sections of this Agreement are for the sole convenience of the parties and are not intended for any other purpose or to explain, modify, or place any construction on any of the provisions of this Agreement.

**24. Governing Law.** This Agreement is entered into in Kerr County, Texas, and is governed by Texas law and applicable federal law.

**25. Dispute Resolution.** Any controversy or dispute arising under this Agreement that cannot be resolved through informal negotiations between the parties shall be brought in the courts of Kerr County, Texas, to the extent permitted by applicable law.



26. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof.

### **Mobile Remote Deposit Capture Guidelines and Limits**

These Kerr County Federal Credit Union Remote Deposit Capture Guidelines and Limits are incorporated into and made a part of the Mobile Remote Deposit Capture Agreement (“Agreement”):

**Contact Number for Inquiries and for Reporting Errors or Discrepancies.** Telephone us at (830) 896-6800 or (800) 491-9594 for inquiries related to your remotely deposited checks and to report errors or discrepancies.

**Approved Devices.** Approved devices include those using the latest release of the Apple® and Android® operating systems. Other devices may not be supported.

**Member Requirements.** In order for your request for the Mobile Remote Deposit Capture to be approved, you must meet the following requirements.

- Satisfactory account(s) and in good standing with Kerr County FCU, with a minimum history of 90 days.
- Member must first be enrolled in Mobile Banking and have the Mobile Banking App.
- Satisfactory credit
- Absence of delinquent loan(s) or derogatory items on a consumer report.
- No history of returned items during the review period of 90 days
- No history of counterfeit check deposits.
- Valid e-mail address is required
- Valid Mobile phone number is required

If approved, we may terminate your privilege to use the Service at any time without advance notice if we believe you are not managing your accounts in a responsible manner or for other good cause.

**Ineligible Items.** You agree that you will not use the Service to capture an image of and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you or any joint owner on the account.
- Checks or items payable to you and another party who is not a joint owner on the account.
- Checks payable to a business, organization, or estate.
- Third party checks (e.g., a check payable to someone else and endorsed and signed over to you)
- Checks that are incomplete (e.g., any item that does not contain the signature of the maker, endorsement signature(s), or other required information).
- Check or items containing obvious alteration to any of the field 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 by Reg CC.
- Checks or items drawn on a financial institution headquartered outside the United States.
- Checks or items that are Remotely Created Checks as defined in Reg CC and the Agreement.

- Checks or items not payable in United States Currency.
- Checks payable to “Cash”, “Kerr County FCU”, or “KCFCU”.
- Starter or counter checks.
- Money orders, traveler’s checks or Amex gift cheques.
- Checks or items dated more than 6 months prior to the date of the deposit.
- Checks or items that are post-dated and deposited prior to the date on that item.
- Checks that have previously been returned unpaid for any reason.
- Checks prohibited by Kerr County Federal Credit Union’s current procedures relating to the Services or which are otherwise deemed unacceptable, in Kerr County Federal Credit Union’s sole and absolute discretion.
- Checks issued by U.S. Treasury (e.g., IRS tax refund, Social Security, and U.S. Government pension checks).

**Endorsements.** All checks submitted for deposit must be endorsed with the following restrictive endorsement: “For Mobile Deposit Only at Kerr County Federal Credit Union” with your signature or as otherwise instructed by the Credit Union. All Endorsements must be in either blue or black ink as required for processing. You must keep your endorsement within 1 ½ inches of the trailing edge of the Check (the left side of the check looking at it from the front). Remember to retain the original Check for at least 60 days after we have notified you that we have accepted it.

**Limits.** We establish limits on the deposit amount and 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. Our current limits are set forth below, however, we reserve the right to change these limits at any time without prior notice to you.

- Limit per check deposit - \$5,000
- Daily Deposit Limit - \$10,000

**Cutoff Time and Business Days.** Our Cutoff Time is 4 p.m. Central Time, and our business days are Monday through Friday except for federal holidays, Good Friday, and any other posted Credit Union holidays.

**Fees.** At this time, there are no fees for using the Remote Deposit Capture Service except as apply to all checks and deposits as set forth in our Fee Schedule.