



MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

This Mobile Remote Deposit Services Agreement ("Agreement") provides the general rules that apply to Member's (referred to herein as "you", "your", or "Member") use of GEFCU's (referred to herein as "we", "us", "our", or "Credit Union") mobile remote deposit services ("Mobile Deposit"). You agree that Mobile Deposit shall be governed by these terms and conditions and other relevant terms of the agreement(s) governing the deposit account into which checks are deposited and that the Credit Union may change or discontinue the terms and conditions for Mobile Deposit at any time.

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your Credit Union 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.

Once you agree to the terms of the mobile remote deposit services agreement, the service will be available through the mobile app.

Limits. Mobile Deposits are limited in amount to \$2,000 per deposit and \$2,000 per day. These amounts are subject to change by the Credit Union. Higher limits may be available subject to the Credit Union's approval.

Accounts. Deposits can be made to any of the accounts associated with the online banking account.

Fees. For member accounts there is no charge.

Eligible Items. You agree to scan and deposit only checks (i.e., drafts drawn on a bank, savings and loan or credit union and payable on demand).

You agree that you will not use Mobile Deposit 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 that have been previously deposited;
- Checks that are stale-dated (a check presented more than 6 months after its date) or post-dated;
- Checks drawn on banks located outside of the United States;
- Checks payable in a medium other than U.S. currency;
- Non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC). Non-cash items include, but are not limited to, checks accompanied by special instructions, checks

which consist of more than a single thickness of paper, and checks which not been preprinted with MICR (magnetic ink character recognition) routing and account number data;

- Sight drafts (A draft which is payable on presentation to the paying financial institution-in other words, on sight or demand);
- Promissory notes and similar obligations, such as savings bonds; and
- Any other class of checks or drafts as identified by GEFCU to Member from time to time.

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 financial institution 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.

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

Endorsements must be made on the back of the 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.

Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement and Disclosure with us and will be subject to all terms of the Deposit Account Agreement and Disclosure.

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. You should check the status of your items within Online Banking.

Original Checks. You must securely store the original check for 14 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 3 business 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. Within 30 days of deposit, 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 Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected, returned unpaid by the drawee financial institution, or are rejected or returned by a clearing agent or collecting financial institution, 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 and 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.

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 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; and
- 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.

Compliance with Law. You will use Mobile 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.

Mobile Deposit Unavailability. Mobile 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 Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to: GEFCU, P.O. Box 81535, Austin, TX 78708

Funds Availability. For purposes of funds availability, Mobile Deposits are made in Austin, Texas. Mobile Deposits confirmed as received before 3:00 P.M. local time on a business day will be credited to your account the same day. Deposits confirmed received after 3:00 P.M. local time and deposits confirmed received on holidays or days that are not our business days will be credited to your account on the following business day. Funds will be available as described in our Regulation CC Funds Availability Disclosure.

Business Days. For purposes of transactions, GEFCU's business days are Monday through Friday, excluding holidays recognized by the Credit Union. The Credit Union's business day begins at 8:30 a.m. CST and ends at 5:00 pm CST.

Mobile 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 at 1-512-339-9812, or with written confirmation if you learn of any loss or theft of original checks or if you believe you may have deposited a check item more than once. 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 Mobile 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. The Credit Union and its technology partners, inclusive of, but not limited to, Q2 and Bluepoint, retain all rights, title and interests in and to the Services, Software and Development made available to you.

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 Mobile Deposit and/or breach of this 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 Q2 and Bluepoint, and hold harmless Q2, its affiliates, officers, employees and agents, as well as Bluepoint, 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 Credit Union's use of the Services, Bluepoint or Q2 Applications, unless such claim directly results from an action or omission made by Q2 or Bluepoint in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

Disclaimer of Warranties. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING 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 ANY REMOTE BANKING 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 BANKING 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 ANY REMOTE BANKING 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 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.

Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without reference to provisions relating to conflict of laws. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties.