

END USER AGREEMENT

This End User Agreement (this "**Agreement**") relates only to your use of Mobility Credit Union (MCU) Mobile Deposit. This Agreement is a legal agreement between you ("you" or "user") and MCU ("MCU", "us", or "we"). Other agreements you have entered into with MCU, including the Account Agreement and Online Account Access Agreement governing your MCU account, are incorporated by reference and made a part of this Agreement. Please read this Agreement carefully and keep a copy of it for future reference.

1. **Service.** The mobile deposit service ("**Service**") is designed to allow you to make deposits to your checking, savings or money market accounts from your mobile device by photographing checks and delivering the images and associated deposit information to MCU or MCU's designated processor. There is currently no charge for the Service. We reserve the right, in our sole discretion, to change, suspend or discontinue the Service immediately and at any time without prior notice to you.
2. **Acceptance of these Terms.** You will be required to "Agree" to the terms and conditions outlined in this Agreement prior to fulfilling your enrollment in the Service. By enrolling to use the Service and your use of the Service will also constitute your acceptance to be bound by the terms and conditions of this Agreement. This Agreement is subject to change from time to time and we will notify you of any material change via e-mail or on our website by providing a link to the revised Agreement. Further, MCU 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 the revised Agreement and any such changes to the Service.
3. **Unavailability of Service.** The Service may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Service is unavailable, you may make a deposit at any of our branch locations, through our ATMs or through our shared branching network.
4. **Eligible Items.** You agree to deposit only checks as that term is defined in Federal Reserve Regulation CC ("**Reg CC**"). You agree that the image of the check transmitted to MCU will be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not use the Service to deposit any of the following checks or other items:
 - a. Checks or items payable to any person or entity other than you, including those endorsed to you by such party.
 - b. 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.
 - c. Checks or item previously converted to a substitute check, as defined by Reg CC.

- d. Checks or items drawn on a financial institution located outside of the United States.
 - e. Checks or items that are remotely created checks, as defined in Reg CC.
 - f. Checks or items not payable in United States currency.
 - g. Checks or items dated more than 6 months prior to the date of deposit or post dated checks.
 - h. Checks or items prohibited by MCU's current procedures relating to the Service or which are otherwise not acceptable under the terms of your MCU account.
 - i. Any item that is marked with a "non-negotiable" watermark.
 - j. Savings bonds and collection items.
5. **Image Quality.** The image of an item transmitted to MCU using the Service must be legible. The image quality of the items must comply with the requirement established from time to time by the American National Standards Institute, the Board of Governors at the Federal Reserve Board, or any other regulatory agency, clearing house or association. If an image that we receive from you for deposit to your account is not of sufficient quality to satisfy our image quality standards, we may reject the image without prior notice to you.
6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Service as "For mobile deposit only, MCU Account #" or as otherwise instructed by MCU. You agree to follow any and all other procedures and instructions for use of the Service as MCU may establish from time to time. You agree that we may, in our sole discretion and without prior notice to you, reject items not endorsed as set forth herein or as otherwise established by us from time to time.
7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our sole discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation message from MCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
8. **Availability of Funds.** You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board or Consumer Financial Protection Bureau definition of Reg CC. Funds deposited using the Service will be available after MCU receives payment for the funds submitted. MCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as MCU, in its sole discretion, deems relevant.

MCU's business hours are Monday - Friday between 8:00 a.m. to 5:00 p.m., Central Time, except during holidays and any other day we are not open for business. Transmissions processed after these business hours on a business

day, or on any other day that is not a business day are treated as occurring on the next business day.

9. **Disposal of Transmitted Items.** Upon your receipt of confirmation from MCU that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "Void" and to ensure that it is not represented for payment, and you agree to never represent the item. You further agree not to allow an item to be deposited or presented for payment more than once to the extent that it could result in the payment of the item more than once. If any item is presented or deposited more than once, whether by image or by other means, we may, in our sole discretion, reject it or return it and charge it against your account. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to MCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for MCU's audit purposes. It is recommended that you maintain copies of these items for a period of 60 days.
10. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of such limits, we may reject your deposit.
11. **Errors.** You agree to notify MCU of any suspected errors regarding items deposited through the Service immediately, and in no event later than 60 days after the applicable MCU account statement is sent. Unless you notify MCU within such 60 day period, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against MCU for such alleged error.

In the event that there has been an error with respect to any original check or image thereof transmitted to MCU for deposit or a breach of this Agreement, you should immediately contact MCU at: 214-574-2000 or 800-388-7889.

12. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in MCU's sole discretion subject to the Account Agreement governing your account.
13. **Ownership and License.** You agree that MCU retains all ownership and proprietary rights in and to the Service, associated content, technology and website. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to MCU's business interest, or (iii) to MCU's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

14. **Cooperation.** You agree to cooperate with us in the review or investigation of any transactions, including poor quality transmissions or claims.
15. **DISCLAIMER OF WARRANTIES.** YOU AGREE 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 EXPRESSED 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 (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) WILL BE ACCURATE OR RELIABLE. WE FURTHER MAKE NO WARRANTY THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.
16. **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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE 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 MCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
17. **User Representations and Warranties.** You represent and warrant to MCU that:
 - a. You will only transmit eligible items.
 - b. Images will meet the image quality standards of MCU.
 - c. You will not transmit duplicate items.
 - d. You will not deposit or represent the original item.
 - e. All information you provide to MCU is accurate and true.
 - f. Each item shall bear all required and authorized endorsements.
 - g. Items submitted for deposit for use of the Service are valid items and you will reimburse and indemnify MCU for all loss, damage, and expenses, including reasonable attorneys' fees, incurred by MCU in connection with any invalid or fraudulent item or items.
 - h. Items have not been altered.
 - i. You will comply with this Agreement and all applicable rules, laws and regulations.
18. **Indemnification.** You hereby indemnify and hold harmless MCU and each of its directors, officers, employees, agents, successors and assigns (collectively, "**Indemnitees**") from and against all liability, loss and damage of any kind (including attorneys' fees and other costs in connection therewith) incurred by

or asserted against such Indemnitee in any way relating to or arising out of (a) the Service, (b) any image or item, (c) any failure by you to comply with the terms of this Agreement or breach by you of any of the representations and warranties contained herein, or (d) any failure by you to comply with applicable laws and regulations with respect to the Service. This section shall survive the termination of this Agreement for any reason.

19. **Governing Law.** This Agreement, and any rights and obligations under this Agreement, are governed by and interpreted according to the laws of the State of Texas and the United States. Exclusive venue for any dispute with respect to this Agreement shall lie in a court of competent jurisdiction in Dallas County, Texas.