

This Mobile Check Deposit User Agreement (Agreement) contains the terms and conditions for the use of Centex Citizens Credit Union Mobile Deposit Service, and/or other remote deposit capture services that Centex Citizens Credit Union ("Centex Citizens," "we" or "us") may provide to you. Other agreements you have entered into with Centex Citizens, including the Centex Citizens Disclosures, as applicable to your Centex Citizens account(s), are incorporated by reference and made a part of this Agreement.

Service Definitions

"Business Day" is every Monday through Friday, Central Time, excluding Federal Reserve Bank holidays.

"Service" refers to Centex Citizens Credit Union's Mobile Deposit Service.

Use of Service

The Service allows you to deposit checks into eligible Centex Citizens accounts from a remote location by a compatible mobile device, which then delivers the images and associated deposit information to Centex Citizens electronically. You may use this Service only for non-business, personal use in accordance with this Agreement. In order to use this Service, you must obtain and maintain, at your expense, compatible hardware and software. We are not responsible for the functionality or maintenance of any third-party hardware or software you may need to use the Service.

Agreement Acceptance

This Agreement applies to consumer checking and savings accounts only. The use of the Service means you agree to all terms and conditions in this Agreement. This Agreement is subject to change from time to time. Centex Citizens Credit Union reserves the right, in its sole discretion, to change, modify, add or remove portions from this Service. Your continued use of this Service will indicate your acceptance of any such changes to this Service. Please read this Agreement carefully and keep a copy for your records.

Eligibility and Qualification Requirements

To qualify for this Service, you must meet certain eligibility criteria as dictated by us, including having all accounts in good standing.

You may be denied access to this Service for violations of this Agreement or other serious account issues, which are determined at Centex Citizen's sole discretion. These serious account issues include, but are not limited to, potential fraud or security concerns, unknown address, and identity or membership verification.

Eligible Accounts

All consumer checking and savings accounts currently offered by Centex Citizens are eligible for this Service.

Centex Citizens Credit Union reserves the right, in its sole discretion, to change, modify, add or remove checking and savings accounts eligible for this Service.

Limitations of Service

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or revoke services immediately and at any time without prior notice to you. In the event this Service is not available to you for any reason, you acknowledge that you can deposit your check at a branch office location, through a participating ATM or by mail.

Charges or Fees

Centex Citizens Credit Union does not charge a usage fee for personal use of this Service. We reserve the right to start charging for this Service at any time. You acknowledge that wireless providers may assess message and data rates, as well as fees, limitations or restrictions for using this Service. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at Centex Citizens, including but not limited to account servicing and collection purposes.

Returned Checks

If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the returned check to the account the check was originally deposited to, and you will be assessed a fee in the amount shown on Centex Citizen's current *Schedule of Fees and Charges* for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment in accordance with the terms and conditions of your account agreement with Centex Citizens and our Disclosures. You agree that Centex Citizens may debit any account maintained by you in order to obtain payment of your obligations under this Agreement.

Eligible Items

You agree to deposit only "checks," which are defined as negotiable demand drafts drawn on or payable through or at an office of a bank. When the image of the check transmitted to Centex Citizens it is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

Ineligible Items

You agree that you will not use this Service to deposit any ineligible items, including, but not limited to, the following:

- a. Checks or items payable to any person or entity other than you;
- b. Post-dated checks or items;
- c. Checks or items containing an obvious alteration to any of the fields on the front of the check or item which you know or suspect, or should know or suspect, to be fraudulent;
- d. Checks or items drawn or otherwise issued by you or any other party on any of your Centex Citizens accounts;

- e. Checks or items not payable in United States currency;
- f. Checks or items drawn on financial institutions located outside the United States;
- g. Checks or items previously converted to a substitute check;
- h. Money orders and travelers checks;
- i. Starter or counter checks;
- j. American Express® Gift Cheques;
- k. Savings bonds;
- l. Checks that require authorization (e.g., COMCHEKS, IRS refund checks);
- m. State-issued registered warrants;
- n. Checks from a closed account at another financial institution;
- o. Checks or items dated more than 12 months prior to the date of deposit (stale-dated items);
- p. Checks or items that are incomplete.

Centex Citizens reserves the right, in its sole discretion, to determine what items may be considered "Ineligible Items."

Image Quality

The image of the item transmitted to us must be clearly legible as determined in the sole discretion of Centex Citizens Credit Union. The image being transmitted must comply with all standards for image quality established by Catalyst Corporate Federal CU, the Board of Governors of the Federal Reserve Board, or any other clearing house, association or regulatory agency.

Endorsement Requirements

You agree to endorse all items with your signature and print "For Mobile Deposit Only at CCCU" on all items. Centex Citizens reserves the right to reject all items that are not endorsed as specified.

Deposit Limits

When using the Service to deposit funds, the number of deposits you can make is limited to 10 deposits per Business Day, with the aggregate amount of deposits not to exceed \$1,500.00 per Business Day. Centex Citizens must send you a Deposit Approval Notification by 6pm ET for a deposit to be considered made on that day. Centex Citizens reserves the right to modify the limits on the amount and/or number of deposits you transmit using this Service.

Receipt of Items

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely. You will be sent a Deposit Received Notification email to the email address on file for the account if the deposit is transmitted to us successfully. However, such notification does not mean that the transmission was error-free, complete or will be considered a deposit and credited to your account. Centex Citizens will send you a Deposit Approval Notification once we have reviewed and approved the transmitted item. If Centex Citizens declines the deposit, you will receive a Deposit Declined Notification email.

Funds Availability Policy

You agree that items transmitted using this Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC or Centex Citizen's funds availability policy contained in the Important Disclosures booklet. Below is our general funds availability policy for this Service:

If Centex Citizens approves the deposit and sends you a Deposit Approval Notification email:	Up to \$200 is available:	Remaining funds of deposits under \$1,000 are available:	Remaining funds of deposits between \$1,000 and \$1,500 are available:
Monday-Saturday, prior to 6pm ET Sunday, prior to 2pm ET;	Immediately	First Business Day after day of approval	Second Business Day after day of approval
Monday-Saturday, after 6pm ET Sunday, after 2pm ET;	Immediately	First Business Day after day of approval	Second Business Day after day of approval
Federal Holiday	Next Business Day	First Business Day after day of approval	Second Business Day after day of approval

All timelines are based on when Centex Citizens sends the Deposit Approval Notification email, not when you sent the deposit. Funds availability for the first \$200 credit is limited to cash withdrawals only. The funds are not available to pay checks and/or other transactions until the remaining funds are made available according to the schedule above. You will only receive one (1) \$200 credit per Business Day, even if you deposit more than one check using the Service.

Any credit given for items deposited using this Service is provisional and subject to verification and final approval of the item. Centex Citizens, at its sole discretion, may place an additional hold on any item for a reasonable period until the settlement of the item is deemed to be complete. We will notify you if we delay your ability to withdraw funds for any reason and we will tell you when funds will be available. Funds will generally be available no later than seven (7) Business Days after the day of deposit. You agree to receive all notifications regarding your use of this Service, including, but not limited to notices required by law or regulation, electronically. With respect to each item you transmit to, Centex Citizens for deposit, you agree to indemnify and reimburse Centex Citizens for and hold Centex Citizens harmless from and against any and all losses, costs and expenses.

Method of Presentment

The manner in which items are cleared, presented for payment and collected shall be in Centex Citizen's sole discretion, subject to the Centex Citizens Disclosures governing your account.

Retention and Disposal of Items

You agree to retain each item no fewer than two (2) Business Days after your funds have been posted to your account. Upon receipt of the funds, you agree to mark the item(s) prominently as "VOID" and to dispose of the item(s) in a way that prevents re-presenting for payment. You agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide any retained item to Centex Citizens as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

Errors or Discrepancies

Notify Centex Citizens Credit Union at 1-254-562-9296 as soon as possible if you believe your statement is incorrect or if you need more information about a transaction listed on the statement. You must notify us no later than sixty days after we sent the FIRST statement on which the problem appeared. If you do not notify us within sixty days from the date your statement was sent, such statement regarding all deposits made through this Service shall be deemed correct, and you will be prohibited from bringing a claim against Centex Citizens for such alleged error.

Security Requirements

To prevent unauthorized usage of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. This includes, but is not limited to, installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Additionally, Centex Citizens may also request additional information from you about the security of your devices.

Authorized Users

If you have designated an Authorized User on your Online banking, your Authorized User will also have online access to the Mobile Deposit Service. You and your Authorized User(s) are equally responsible for adhering to all items disclosed in this Agreement. Authorized Users will not have the ability to use the Mobile Deposit Service.

Disclaimer of Warranties

Centex Citizen's representations, warranties, obligations, and liabilities, and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by Centex Citizens and its licensors "as is" and on an "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 and fitness for a particular purpose. We make no warranty that the Service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure or error free, (iii) that the results that may be obtained from the Service will be accurate or reliable, and (iv) that any errors in the Service or technology will be corrected.

Limitation of Liability

Centex Citizen's liability for errors or omissions with respect to the data transmitted or printed by Centex Citizens will be limited to correcting the errors or omissions. In no event shall Centex Citizens be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the use of the Service.

User Warranties and Indemnification

By using this Service, you warrant to Centex Citizens that:

- a. you will only transmit eligible items that are properly endorsed.
- b. you will only transmit images that meet the image quality standards.
- c. you will not transmit duplicate items.
- d. you will not re-deposit or re-present the original item once it has been scanned and sent through this Service, unless specifically requested to do so by Centex Citizens.
- e. all information you provide to Centex Citizens is accurate and true.
- f. Centex Citizens will not sustain a loss because you have deposited an item.
- g. you will comply with this Agreement and all applicable rules, laws and regulations.
- h. items you transmit do not contain viruses.

You agree to indemnify and hold harmless Centex Citizens Credit Union from any loss for breach of this warranty provision. Any breach of the above warranties may result in cancellation of this Service for your specific profile in the Centex Citizens mobile application or closure of your accounts.

Termination

Centex Citizens reserves the right to terminate this Agreement without notice at any time and for any reason.

Governing Law

This Agreement supplements the terms of your Membership Agreement and related account Disclosures. Together, they constitute the entire agreement between you and Centex Citizens Credit Union with respect to the Service. You may not assign this Agreement. This Agreement is subject to applicable federal laws, the laws of the state of Texas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.