

Gulf Credit Union

Mobile Deposit Application End User License Disclosure and Agreement

Use of Services: Mobile Deposit is a service designed to allow you to remotely make deposits of original checks to your accounts with Gulf Credit Union from home or other remote locations by taking pictures of the original check and transmitting a digital image of the original check to us or our processor with your mobile device. After you log in to Mobile Banking, you may accept the terms for Mobile Deposit.

Qualifying Criteria: To be eligible for Mobile Deposit you must meet the qualifying criteria outlined in Schedule A

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.

Endorsement Requirements: You agree to endorse any item transmitted by using the requirements outlined in Schedule A.

A check payable to you AND a joint owner must be endorsed by both payees. Checks made payable to someone not on the account will not be accepted.

Image Requirements: Any image of a check must accurately and legibly provide all the information on the front and back of the check at the time presented including, but not limited to, information about the drawer and the paying bank, MICR information, Signature(s), the legal line, the date, and any other pertinent written information. The image of the check must meet the standards set by the American National Standards Institute, the Federal Reserve, and any other regulatory agency, clearing house or association.

Limits: We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Mobile Deposit and to modify such limits from time to time. If you attempt to make a deposit in excess of these limits we may reject your deposit. If we allow you to make a deposit in excess of these limits we will not be obligated to allow such a deposit at other times.

Eligible Items: You agree to scan and deposit only checks. (I.E., drafts drawn on a credit union or bank and payable on demand)

Unacceptable Items:

- Checks payable to any person or entity other than you
- Checks payable to you and another party who is not a joint owner on the account
- Any checks that contain evidence of alteration
- Savings Bonds
- A check that is stamped non-negotiable
- Checks issued by a financial institution in a foreign country
- Any check that is incomplete
- Any check that is stale dated or postdated.
- Third party checks

Original Checks: You agree to retain checks, or a sufficient copy of the front and back of the items, for a period of at least 30 days and agree to promptly provide these to Gulf Credit Union if requested in order to aid in the clearing and collection process, resolve claims by third parties with respect to any item, or support Gulf Credit Union Audits. Upon receipt of confirmation that Gulf Credit Union received the image of an item and you know the item has been deposited to the account, and after the 30 day storage period, you agree to properly dispose of the item to ensure that it is not presented for payment again.

Rejection of Deposit: We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to you. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft, plus any applicable fees to your account due to an item being refused.

Returned Deposits: If checks deposited through Mobile Deposit are dishonored, rejected, or otherwise returned unpaid for any reason, including but not limited to the quality of the image, you agree that the original check will not be returned to you, but an image of the check instead. In the event that a check is dishonored, you authorize Gulf Credit Union to debit the amount of the check from the account. Returned check fees as stated on Gulf Credit Union's current fee schedule will apply.

Accountholder's Warranties:

- You agree to scan and deposit only checks.

- Each image 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.
- The amount, payee, signature(s), and endorsements on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original item and no person will receive a transfer, presentment, or return of or otherwise be charged for, the item such that the person will be asked to make payment based on an item it has already 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 payees stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment
- Files and images transmitted to GCU will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related system.

Mobile Deposit Unavailability: Mobile Deposit may experience technical or other difficulties from time to time. We cannot assume responsibility for any technical or other difficulties, or any resulting damages that you may incur. Some of the services have qualification requirements and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the services, in whole or in part, or your use of the services, in whole or in part, immediately and at any time without prior notice to you.

Funds Availability: You agree that items transmitted using Mobile Deposit are not subject to the Expedited Funds Availability Act - Regulation CC. Gulf Credit Union, in its sole discretion, may modify funds availability as it deems relevant. If you make a deposit before our cut off hour on a business day that our lobby is open, we will consider that day to be the day of your deposit. If you make a deposit after our cut off hour or on a day that our lobby is not open, we will consider that the deposit was made on the next business day we are open.

Controls and Audit: You understand and agree to adhere to the Accountholder's Warranties as described in this agreement. Furthermore, you agree to comply with the audit requirements of Gulf Credit Union.

Accountholders Indemnification Obligation: You understand and agree that you are required to indemnify us and hold Gulf Credit Union harmless against any and all claims for any damages, liabilities, costs, expenses (including attorney's fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

In case of Errors: You agree to immediately notify Gulf Credit Union of any suspected errors regarding items deposited through Mobile Deposit right away, and in no event no later than 30 days after the applicable Gulf Credit Union account statement is sent. Unless you notify Gulf Credit Union within 30 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against Gulf Credit Union for any alleged error.

Charges: While there are currently no charges for the use of Mobile Deposit, Gulf Credit Union, in its sole discretion retains the right to administer a fee schedule in the future.

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.

System Requirements: You are responsible for purchasing, operating, and maintaining an Apple or Android mobile device, or other electronic device, and any other equipment necessary to use the services. For the mobile service you must download and use the latest version of Gulf Credit Union's mobile app as it becomes available. You are additionally responsible for all telephone and Internet services necessary to access the services and for charges arising out of or related to those services.

Confidentiality: You acknowledge and agree that confidential data relating to our services, marketing, strategies, business operations and business systems 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 agreement.

Warranties: You understand that Gulf 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 and non-infringement. Gulf Credit Union is not responsible for any loss, injury, or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, including that of third parties or Gulf 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: Gulf Credit Union reserves the right to 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 continued use of the service after receipt of notification of any change constitutes your acceptance of the change.

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

Schedule "A"

Mobile Deposit Disclosure and Agreement

This schedule "A" to the Gulf Credit Union Mobile Deposit Disclosure and Agreement is made a part of the Agreement. The Mobile Deposit Services are offered to qualified members only and are subject to the following additional terms:

Qualifying Criteria:

- The member must be at least 18 years old.
- The member must have a valid email address.
- The account must be open a minimum of 90 days.
- The account must be in good standing - no excessive returns.
- We may also consider additional factors in connection with your use of service.

We reserve the right to terminate your privilege to use Mobile Deposit at any time without advance notice if we believe you are not managing your account(s) in a responsible manner or for other good cause.

Cutoff Time: Our cutoff Time is 3:00 PM (CT). Items received Monday Through Friday before 3:00 PM (CT) on business days, will be processed on the same business day unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent processing. In such case, items will be processed on our next business day, as well as items received after our cutoff time.

Endorsement Requirements: You agree to endorse any item transmitted by signing the back of the check and including the statement "For Mobile Deposit Only" and your Gulf Credit Union account number.

Deposit Limits: Up to \$2500 for a single check and up to \$2500 aggregate deposit limit per day based on account history. Upon request, check deposit limits may be increased to a higher limit group, subject to approval, based on account history length of membership, and other factors.