

Gulf Credit Union (GCU)

Mobile Check Deposit User Agreement (“Agreement”)

In this Agreement, if the Account to which a Mobile Check Deposit is made is natural person Account, the words “you” and “your” mean all owners of the Account and any other persons authorized by an Account owner to make the Mobile Check Deposit. If the Account to which a Mobile Check Deposit is made is a business account, the words “you” and “your” mean the Company, all of the authorized signers on the Company Account in their individual capacity, and any other person the Company authorizes to make the Mobile Check Deposit. “We,” “our,” “us,” and “Credit Union” mean GCU.

1. **Acceptance of Terms.** By using Mobile Check Deposit, you authorize us to take all actions necessary to provide the Service and you agree to the following terms and conditions. Your use of Mobile Check Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change. Your continued use of Mobile Check Deposit will indicate your acceptance of the revised Agreement. Furthermore, GCU reserves the right, at its sole discretion, to change, modify, add, or remove portions from Mobile Check Deposit. Your continued use of Mobile Check Deposit will indicate your acceptance of any such change. In addition to this Agreement, you agree to be bound by and comply with all applicable clearinghouse rules, operating circulars, and other check processing rules to which we are bound, including the Federal Reserve Bank Operating Circular 3 and Article 4 of the Uniform Commercial Code (UCC) as adopted in Texas. The terms of GCU Membership and Account Agreement and any other GCU agreements to which you are bound are incorporated into this Agreement. If any provisions of any other agreements should conflict with the terms of this Agreement, the terms of this Agreement will control.
2. **Qualifying Criteria.**
 - The member must have a valid email address.
 - The account must be in good standing-no excessive returns.
 - We may also consider additional factors in connection with your use of service.
3. **Services.** Mobile Check Deposit is designed to allow you to make deposits of checks (“original checks”) to your account(s) from home or other remote locations by scanning the original check(s) and delivering the digital images and associated deposit information (“images”) to us or our processor with Mobile Devise. After you login to Mobile Banking, you may apply for Mobile Check Deposit.
4. **Limits.** Mobile Check Deposits are limited to an amount up to \$20,000 for a single check and up to \$20,000 aggregate deposit per day based on the 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.
5. **Eligible Items.** Each Item may be transmitted to us only once unless we otherwise direct in writing. Only checks, as that term is defined in Regulation CC, drawn by third parties on financial institutions and payable to you are eligible for deposit. **We will not accept:**
 - Checks or items payable to any person or entity other than you.
 - Checks or items drawn or otherwise issued by you or any other person on any of your account or any account on which you are an authorized signer or joint account holder.
 - 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 which the check or item is drawn.

- Checks or items previously converted to a substitute check, as defined in Regulation CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Regulation CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of the deposit.
- Checks or items prohibited by GCU's current procedures relating to Mobile Check Deposit or which are otherwise not acceptable under the terms of your GCU account.
- Checks or items that are incomplete.
- Checks or items stamped non-negotiable.

6. **Endorsements.** Each Check deposited through the Service will qualify as an Item as defined herein and must be endorsed by all payees with the restrictive endorsement **“For Mobile Deposit Only” “Gulf Credit Union”, and your Gulf Credit Union account number above all signatures.** While we normally will provide notice, you acknowledge and agree that we may reject any Item presented for deposit in our sole discretion without notice to you and will not be liable for any such rejection. You may use the Home Banking service or call us to confirm that we have received an accepted an Item for deposit.

7. **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 bank 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, clearinghouse or association.

Endorsements must be made on the back of the check within 1 ½ 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.

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

8. **Receipt of Deposit.** All images processed for deposit through Mobile Check Deposit will be treated as “deposits” under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a “substitution 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. We will notify you of rejected images.

9. **Original Checks.** After you receive confirmation that we have received an image, you must securely store the original check for 30 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 5 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. Promptly after such period expires, you must destroy the original check by first marking it “VOID” and then destroying it.

You agree you will never-represent 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.

10. **Rejected/Returned Deposits.** Any credit to your account for checks deposited using Mobile Check Deposit is provisional. If original checks deposited through Mobile Check Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, 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. But 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 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 items 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.

11. **Accountholder's Warranties.** You make the following warranties and representations with respect to each image:

- You agree to scan and deposit only acceptable 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 not 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 to the payee(s) 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 an 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.

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. You agree to indemnify and hold harmless GCU from any loss for breach of this warranty provision.

12. **Compliance with Law.** You will use Mobile Check 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.
13. **Mobile Check Deposit Unavailability.** Mobile Check 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 Check Deposit is unavailable, you may deposit original at one of our branch locations or by mailing the original check to: P.O. Box 848, Groves, TX 77619.

14. **Funds Availability.** You agree that items transmitted using Mobile Check Deposit are not subject to the funds availability requirements of Regulation CC. In general, if an image of an item you transmit through the Service are received and accepted before 6:00 PM Central Time on a business day that we are open or 12:00 PM Central Time on a Saturday, that we are open. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using Mobile Check Deposit will generally be made available in two business days from the day of the deposit. GCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, and such other factors as GCU, in its sole discretion, deems relevant. Our business days are Monday through Friday, excluding Federal holidays.
15. **Mobile Check 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 to 409-963-1191 if you learn of any loss or theft of original checks. 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.
16. **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 Check 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. We and our technology partners, inclusive of, but not limited to, FLEX retain all rights, title and interest in and to Mobile Check Deposit, Software and Development made available to you.

17. **Accountholder's Indemnification Obligation.** You agree 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 Check Deposit and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.
18. **DISCLAIMER OR WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE DEPOSIT 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 DEPOSIT SERVICE. WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE DEPOSIT 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.

19. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY 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.
20. **Hardware and Software Requirements.** You are responsible for purchasing, operating, and maintaining, at your expense compatible hardware and software as specified by GCU from time to time. GCU is not responsible for any third party software you may need to use Mobile Check Deposit. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation.
21. **Errors.** You agree to notify GCU of any suspected errors regarding items deposited through Mobile Check Deposit right away, and in no event later than 30 days after the applicable GCU account statement is sent. Unless you notify GCU within 30 days, such statement regarding all deposits made through Mobile Check Deposit shall be deemed correct, and you are prohibited from bringing a claim against GCU for such alleged error. Contact us at 409-963-1191.

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