



HPCU Mobile Deposit Agreement and Disclosure

This disclosure is an addendum to the Electronic Funds Transfer Agreement and Disclosure and Houston Police Federal Credit Union Mobile Disclosure and Agreement. In this Disclosure and Agreement, the words “you,” “your,” and “Account holder” mean the consumer that applied for and/or uses any of the Remote Deposit Capture Services (“Mobile Deposit,” “Service”) described in this Disclosure and Agreement. The words “we,” “us,” “our,” “ours,” and “the Credit Union” mean Houston Police Federal Credit Union. Your application for the use of the Remote Deposit Capture Services and your Houston Police Federal Credit Union Membership Agreement and Disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and your application, our approval, the Account Agreement, or the Electronic Funds Transfer Agreement and addendum, this Disclosure and Agreement will supersede all other information, documents, disclosures, agreements, and addendum. You understand that your use of Mobile Deposit constitutes your acceptance of the terms and conditions of this Disclosure and Agreement and that our approval of your application for the use of Mobile Deposit must occur before you can use the Service. You agree to comply with the hardware and software requirements of the Service set forth by the Credit Union and our service providers.

USE OF THE SERVICE

Following receipt of our notification of approval, you will be authorized by us to remotely deposit a valid paper check (“check,” “item”) that has been made payable to you, or a joint owner on your Houston Police Federal Credit Union account (“Account”), to your Account by using Mobile Deposit to electronically transmit a digital image of the check (“image,” “item”) to us. Upon receipt of an image, we will review the image for acceptability. You understand that our receipt of the image does not mean that the image will be accepted for deposit into your Account and that you may be asked for additional images of the check or for more information before the image will be considered for deposit. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for deposit into your Account. You understand that any amount credited to your Account for any item deposited using the Service will be considered provisional until such time that we receive payment for the item

from the financial institution on which the item was drawn. You understand that we are not responsible for errors in images that may prevent or delay the deposit of funds into your account, and that we are not responsible for any image that we do not receive. You agree that you will not:

Modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or de-compile the technology or the Service;

Copy or reproduce all or any part of the technology or the Service; or

Interfere, or attempt to interfere, with the technology or the Service.

COMPLIANCE WITH LAW

You agree to use our products and the Service for lawful purposes and in compliance with all applicable laws, rules, and regulations, as well as all laws pertaining to the conduct of your business, if applicable. You warrant that you will only transmit valid items that are acceptable to us for deposit, and that all original checks and items have been handled in accordance with applicable laws, rules, and regulations. You promise to indemnify and hold Houston Police Federal Credit Union harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof, or that arise due to our acceptance of any item you submit for deposit. This indemnity will survive the termination of your Account and this Agreement.

LIMITATIONS ON DEPOSIT FREQUENCY AND DOLLAR AMOUNT

You understand and agree that there are limitations on deposit frequency and dollar amounts of mobile deposits made through Mobile Deposit, that you will not exceed these limits, and that we may change these limits from time to time without notice. The maximum daily deposit limit is \$3,000.00.

CHECK AND CHECK IMAGE REQUIREMENTS

Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time it is presented to you by the payer. Prior to capturing the image of the original check, you will endorse the back of the check. Your endorsement will include your Account Number and the date (month, day, and

year) of image capture. A check and any image of a check transmitted via the Service must include the accurate and legible presentation of the following and other features as appropriate:

Pre-printed information that identifies the check payer and the financial institution on which the original check is drawn,

The MICR encoded account number and financial institution routing and transit number;

The date the check was written;

The payer's signature(s); and

Other information placed on the check prior to the time an image of the check is captured, such as any endorsements applied to the back of the check.

The image quality of the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearinghouse, or association.

The check must be endorsed with the payee's signature and the words "For Mobile Deposit at HPCU Only".

UNACCEPTABLE DEPOSITS

You understand and agree that you are not permitted to deposit the following items using the Service:

Any item drawn on your account.

Any item that is stamped "non-negotiable," "void," or any other word or phrase indicating that the item is not valid.

Any item that appears to contain altered information.

Any item issued by a financial institution in a foreign country or is written for an amount in non-U.S. currency.

Any item that is incomplete or contains incomplete information.

Any item that is "post-dated" or "stale-dated" per our current guidelines.

Any third-party check, i.e., any item that is made payable to another party and then endorsed to you by that party.

Any item that has been previously negotiated or deposited into any account.

REJECTION OF DEPOSIT

You understand that you are solely responsible for any service charges, overdraft charges, late fees, and returned check/non-sufficient funds charges levied against you, your Account, or any accounts you may have at other financial institutions that may result from our rejection of any item, check holds, or deposit delays of any kind. You understand that if an item you transmit to us for deposit is rejected, you will be notified via the mobile banking app.

DEPOSITED ITEMS RETURNED UNPAID

In the event that an item that you transmit to us for Mobile Deposit for credit to your Account is dishonored, rejected, or returned for any reason, you authorize us to debit the amount of the item from your Account, or offset the amount from any of your other accounts, and assess appropriate fees per the Fee Schedule. You understand that returned deposit activity may result in the cancellation of your Mobile Deposit privileges.

CHANGES TO CONTACT INFORMATION

You agree to notify us immediately of any changes to your contact information, including your email address, residential and/or mailing address, and telephone number(s) so that all your records at Houston Police Federal Credit Union can be updated accordingly. You authorize us to send information and inquiries to the email address we have on file for your Account.

SERVICE UNAVAILABILITY

You understand and agree that the Service may, at times, be temporarily unavailable due to system maintenance or technical difficulties that are within or beyond our control, including but not limited to those of the Internet service provider, cellular service provider, Internet software. In the event that the Service is unavailable, you understand that you can deposit an original check at a branch, through our ATMs, or by mailing the original check to us at 1600 Memorial Dr. Houston, TX 77007. It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by us.

BUSINESS DAY AND FUNDS AVAILABILITY DISCLOSURE

You understand and agree that for purposes of deposits made using the Service:

The place of deposit is Houston, TX;

Deposits received via the Service are processed on our Mobile Deposit business days, which are Monday through Friday, excluding holidays, until 3:00pm Central Time;

Deposit items that we receive after 3:00pm Central Time daily will not be deposited to your account until the end of the following business day. Deposits made after 3:00pm Central Time on a Friday that is a business day, and at any time on a Saturday, Sunday, or holiday, will not be deposited into your Account until the end of the next business day that we are open;

The earliest that funds deposited after 3:00pm Central Time via the Service will be available for withdrawal or to paychecks that you have written would be the second (2nd) business day after the business day on which we receive the deposit. While we generally make funds available for withdrawal on the second business day after the day of remote deposit, longer hold periods on these deposits may be used at our sole discretion. Please note that our funds availability policy does not apply. The Credit Union may make such funds available sooner or later based on factors such as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and other factors as the Credit Union deems relevant;

Check holds or unavailability of the Service may cause further delays in the availability of funds beyond that time. Checks deposited via the Service do not fall under the regulatory provisions of Regulation CC - Expedited Funds Availability Act. As such, longer hold periods may apply to these deposited items.

LONGER DELAYS MAY APPLY

You understand that funds deposited via the Service, while generally available by the second (2nd) business day after we receive them, may be delayed for a longer period under the following circumstances:

We believe a check you have deposited will not be paid.

You deposit checks totaling more than your average account balance on any one day via Mobile Deposit, a branch, an ATM, or a combination thereof.

You re-deposit a check that has been returned unpaid.

Your account has been overdrawn repeatedly in the last six (6) months.

There is an emergency, such as failure of computer or communications equipment. You understand that funds availability may be delayed, that we will notify you if we delay your ability to withdraw funds for any of these reasons, and that we will tell you when the funds will be available.

INTERNAL CONTROLS

You understand and agree to adhere to the Internal Controls as described in this agreement.

ACCOUNTHOLDER'S WARRANTIES

You make the following warranties and representations with respect to each image of an original check you transmit to us utilizing the Service:

Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alterations.

The amount, payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.

Other than the digital image of an original check that you remotely deposit through the Service, there are no other duplicate images of the original check.

The information you provided in your application to use the Service remains true and correct, and, in the event any such information changes, you will immediately notify us of the change.

You have not knowingly failed to communicate any material information to us.

You have possession of each original check you have deposited using the Service, and no party will re-submit any original check for payment that has already been submitted to another financial institution or to us.

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.

STORAGE OF ORIGINAL CHECKS

You must securely store each original check that you deposit using the Service for ninety days after transmission to us. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks. In addition, you understand and agree that you are responsible for the access, storage and disposal of deposit check items containing nonpublic personal information. Copies of checks should be stored in a secure location at all times.

ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION

You understand and agree that you 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 the Service and/or breach of this Disclosure and Agreement. You understand and agree that this indemnification shall survive the termination of this Agreement.

IN CASE OF ERRORS

In the event that you believe there has been an error with respect to any original check or image transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach asset forth below at 713.986.0200, to speak with a member service representative.

PERIODIC STATEMENT AND ERROR RESOLUTION

Any mobile deposits made through the Service will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Services by no later than sixty calendar days (60 days) after the date of the monthly periodic statement on which the allegedly erroneous transaction

appears. You are responsible for any errors that you fail to bring to our attention within such a time period.

LIMITATION OF LIABILITY

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

WARRANTIES

You understand that Houston Police Federal 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. Houston Police Federal 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, or the 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

We may amend, modify, add to, delete from, or change the information or terms for the Service indicated in this Disclosure and Agreement from time to time without notice to you, and you agree to accept these changes to information and terms

TERMINATION OF THE SERVICES

You may terminate the Service provided for in this Disclosure and Agreement by contacting us in writing, via email, or by calling us at 713.986.0200. We may terminate your use of the Service at any time without notice. In the event of termination of the Service, you will remain liable for all transactions performed on your Account.

RELATIONSHIP TO OTHER DISCLOSURES

The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of your Account.

GOVERNING LAW

You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Texas, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Texas.

CONFIDENTIALITY

You acknowledge and agree that confidential data relating to our Services, marketing, strategies, business operations and business systems (collectively, “Confidential Information”) 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 Information.

WAIVER

The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

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.