

HOUSTON FEDERAL CREDIT UNION
REMOTE DEPOSIT CAPTURE USER AGREEMENT
(also known as – Remote Deposit Anywhere)

This Agreement sets forth the terms and conditions for the use of the HFCU home, mobile or other remote deposit capture services that HOUSTON FEDERAL CREDIT UNION (“HFCU”, “us”, “our”, or “we”) provide to you (“you”, “your” or “Member”). All other Agreements that you have entered with HFCU, including without limitation your deposit account agreements as well as all disclosures made to you by HFCU governing your accounts, are incorporated herein by reference and made a part of this Agreement.

1. Services:

The remote deposit capture services (“Services”) permit you, the Member, to make deposits to your depository accounts (checking, savings, and money market savings accounts) from your home or from any other remote locations, including mobile telephones equipped with adequate scanning capabilities, by simply scanning checks and delivering the images and deposit information to HFCU.

2. Acceptance of these Terms and Conditions:

Your use of the Services constitutes your acceptance of this Agreement and of all of the terms and conditions contained herein. This Agreement is subject to change from time to time. In the event of any material change we will notify you via e-mail or on our website by providing a link to the revised Agreement. We, further, reserve the right, in our sole discretion, to change, modify, add, or remove portions from the Services, and your use of the Services thereafter will constitute your acceptance of any such changes to the Services.

3. Limitation of Services:

When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our Website when we discover any such issues. We cannot, however, assume any 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 also reserve the right to change, suspend or discontinue the Services, in whole or in part, immediately and at any time without prior notice to you. Services 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 Deposit is unavailable, you may deposit original checks at our branches or through an ATM HFCU owns or operates that accepts deposits.

4. Hardware and Software:

To use the Services, you must obtain and maintain at your expense, compatible hardware and software as specified by HFCU from time to time and listed on our website. We are not responsible and shall have no liability whatsoever in any regard for any third-party software that you may need to use the Services. Any such software is accepted by you AS IS and is subject to the terms and conditions of any software agreement that you enter directly with the third-party software provider.

5. Eligible Items:

You agree to scan and 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 HFCU shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Texas. You also agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person other than you.
- b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- c. Checks or items containing 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.
- d. Checks or items previously converted to a substitute check, as defined by Reg CC.
- e. Checks or items drawn on a financial institution located outside of the United States.
- f. Checks or items that are remotely created checks, as defined by Reg CC.
- g. Checks or items that are not payable in United States currency.

- h. Checks or items that are dated more than six (6) months prior to the date of deposit.
- i. Checks or items prohibited by HFCU's current procedures relating to the Services or which are otherwise not acceptable under the terms of your HFCU account.

6. Image Quality:

The image of an item transmitted to HFCU using the Services must be clearly legible, as determined in our sole discretion. The image quality of the items must comply with the requirements established from time to time by American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

7. Endorsements and Procedures:

You agree to endorse, restrictively, any item transmitted through the Services as follows:

“payee signature(s), For Mobile Deposit, HFCU account number _____ subaccount number _____”. Additionally, the check box available on checks identifying the check as “For Mobile Deposit” must be checked. 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. You agree to follow any and all other procedures and instructions for use of the Services as HFCU may establish from time to time.

8. Receipt of Items:

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped or corrupted during transmission. An image of an item shall be deemed received only when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transaction is error free or complete. We, further, reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You also agree that HFCU is not liable for any loss, costs or fees which you may incur as a result of our chargeback of ineligible items.

9. Availability of Funds:

You agree that items transmitted through the Services shall not be subject to the funds availability requirements of the Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after HFCU receives payment for the funds submitted through the Services. HFCU, in our sole discretion may make funds available sooner in some cases, based upon such factors as credit worthiness, the length and extent of your relationship, our experience in your prior transactions, and such other factors as HFCU in its sole discretion may consider relevant. Nothing contained herein, however, shall be construed to require HFCU to make funds available for items so transmitted prior to our receipt of payment for those items.

10. Remote 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 281-243-0500 or with written confirmation to Houston Federal Credit Union 16320 Kensington Drive Sugar Land, TX 77479 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.

11. Deposit Limits:

We reserve the right to impose limits on the amount(s) and/or number of deposits that you may transmit using the Services and to modify such limits from time to time in our sole discretion.

12. Disposal of Transmitted Items:

You agree that, upon your receipt of a confirmation from HFCU that we have received the image of an item, you will prominently and immediately mark the item as “Electronically Presented.” You also agree never to represent the item. You also agree to provide promptly any retained item, or a sufficient copy of the front and back of the item to HFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for HFCU's audit purposes.

After you receive confirmation that we have received an image, you must securely store the original check for at least 30 days after transmission to us and make the original check accessible to us at our request. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

13. Errors:

You agree to notify HFCU of any suspected errors regarding items deposited through the Services immediately upon discovery, and in no event later than thirty (30) days after the applicable HFCU account statement is sent. Unless you notify HFCU within thirty (30) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are then prohibited from bringing a claim against HFCU for such alleged error.

14. Errors in Transmission:

By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. You agree that HFCU shall have no liability or responsibility to you or to any other person or party for any such intercepted or misdirected items or for the information disclosed through such errors.

15. Cooperation with Investigations:

You agree to cooperate with us in any investigation of unusual transactions, poor quality transmissions and resolution of customer claims, including by providing, upon request and without further cost to HFCU, any originals or copies of items deposited through the Services in your possession and your records relating to such items and transmissions that are under investigation.

16. Presentment:

The manner in which the items are cleared, presented for payment, and collected shall be in HFCU's sole discretion.

17. Ownership and License:

You agree that HFCU retains all ownership and proprietary rights in the Services, and in all associated content, technology and website(s). Your use of the Services 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 Services. Without limiting the restrictions of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to HFCU's business interest, or (iii) to HFCU's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business personal use in accordance with this Agreement. 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 Services.

18. Termination:

We may terminate the Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is amended or terminated by us. We may terminate this agreement, without limiting the foregoing right, in the event that you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes, or you use the Services in a manner that is inconsistent with other agreements you have in place with HFCU.

19. Enforceability:

We may, in our sole discretion, waive enforcement of any provision of this Agreement. No waiver of enforcement of this Agreement shall constitute a waiver of any prior or any future breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this agreement shall be deemed to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected, and the Agreement shall continue in force and effect and to be valid and enforceable, to the fullest extent provided by law.

20. Returned Deposits:

Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile 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 a 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 item 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.

21. DISCLAIMER OF WARRANTIES:

YOU AGREE YOUR USE OF THE SERVICES 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 SERVICES, WHETHER EXPRESS 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 SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE TIMELY, UNINTERRUPTED, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN TECHNOLOGY OR THE SERVICES WILL BE CORRECTED.

22. 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, DATE OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER IN CONTRACT, TORT, FOR STRICT LIABILITY OR OTHERWISE) EVEN IF HFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

23. User Warranties and Indemnification:

You warrant to HFCU that:

- a. You will transmit only legible documents
- b. Images will meet the image quality standards
- c. You will not transmit duplicate items
- d. You will not deposit or represent the original item
- e. All information you provide to HFCU is accurate and true
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You are authorized to enforce and obtain payment of the original check.
- h. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image.
- i. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

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

24. Place of Performance, Jurisdiction and Venue:

This Agreement is made and is performable in Fort Bend County, Texas and is subject to the laws of the State of Texas and the United States of America. Any dispute, claim or litigation between the parties shall be subject to the sole jurisdiction of the federal and state courts in the State of Texas and shall be brought exclusively in the state courts of Fort Bend County, Texas or, if federal, in the Southern District of Texas, Houston Division.

25. General:

This Agreement is binding upon and inures to the benefit of the parties. You may not assign this Agreement or your rights hereunder.

END OF AGREEMENT