



Thank you for using the Mobile Money Services (“Services”) and any related Software (“Software”) provided by Tarrant County’s CU (“Financial Institution”) combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and billpay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

Terms and Conditions:

- a. Program: Financial Institution offers their members mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the member. This program will be ongoing. Standard messaging charges apply. Members will be allowed to opt out of this program at any time.
- b. Questions: You can contact us at mail@tccu-tx.com or 817-884-1470, or send a text message with the word "HELP" to this number: 25215. We can answer any questions you have about the program.
- c. To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 25215. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- d. The Services and/or Software may not be available at anytime for any reason outside of the reasonable control of Financial Institution or any service provider

Privacy and User Information. You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively “User Information”). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the

Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other members of the Services or Software, or otherwise abuse the Services or Software.

Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for Tarrant County's CU Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and Tarrant County's CU never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Tarrant County's CU Mobile Banking. Tarrant County's CU reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time

on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Tarrant County's CU Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Tarrant County's CU Mobile Banking is only available on compatible iOS devices.

Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Tarrant County's CU that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Tarrant County's CU to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Tarrant County's CU and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Tarrant County's CU, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Tarrant County's CU Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in Tarrant County's CU Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Tarrant County's CU account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Tarrant County's CU Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Tarrant County's CU reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Tarrant County's CU Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 25215 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Tarrant County's CU Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 25215. In case of questions please contact customer service at 817-884-1470. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Tarrant County's CU provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Tarrant County's CU's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Tarrant County's CU, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or

incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

<https://www.tccu-tx.com/privacy-policy.html>

Privacy and User

Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Tarrant County CU and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Tarrant County CU and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for Tarrant County CU Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and Tarrant County CU never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Tarrant County CU Mobile Banking. Tarrant County CU reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Tarrant County CU Mobile Banking.

Android is a trademark of Google Inc.

IMPORTANT NOTICE

YOU ARE REQUIRED TO ASSUME IMPORTANT DUTIES AND LIABILITIES IN ORDER TO USE THE MOBILE DEPOSIT SERVICE. IF YOU DO NOT FULLY UNDERSTAND YOUR OBLIGATIONS AS SET FORTH IN THIS AGREEMENT OR YOU ARE NOT WILLING TO ASSUME THEM, YOU MAY NOT ENTER INTO THIS AGREEMENT AND YOU MUST CONTINUE TO DEPOSIT CHECKS IN THEIR ORIGINAL PAPER FORM.

THIS AGREEMENT IS SUBJECT TO A DISPUTE RESOLUTION PROVISION AS SET FORTH BELOW.

MOBILE DEPOSIT AGREEMENT

Welcome to the Tarrant County's Credit Union Mobile Deposit Service. In this Agreement, the words "you" and "your" mean any owners of any account to which a mobile deposit is directed or any person authorized by an account owner to make a remote deposit. "We," "our," "us," and "Credit Union" mean Tarrant County's Credit Union (TCCU). You must apply and receive approval to use this Service. You authorize us to review your credit report in connection with your application for the Service and from time to time in the future for as long as you remain a user of the Service. If your application is approved, this Service allows you to use your compatible phone or tablet to make a check deposit by taking photos of the front and back of certain paper checks and submitting the images electronically to us via the Internet. We will use the images to create Substitute Checks for presentment to the paying financial institutions or we may in our sole discretion choose to transmit the images to the payor institution through other banking channels. Please read this Agreement carefully. By using this Service, you authorize us to take all actions necessary to provide the Service and you agree to the following terms and conditions. You additionally agree to be bound by applicable clearinghouse rules, operating circulars, and other check processing rules to which we are bound, including Federal Reserve Bank Operating Circular 3. The terms of the credit union's Account Agreement are incorporated into this Agreement. If any of the provisions of the Account Agreement should conflict with the terms of this Agreement, the terms of this Agreement will control. Capitalized terms and pronouns used in this Agreement have the meanings as defined herein or in the Account Agreement.

ACCESS AND AGREEMENT

By accessing and/or using this service, or by authorizing others to use them, you agree to the following terms and conditions of the service. However, you continue to remain subject to any terms and conditions of any existing agreements with any unaffiliated service providers such as AT&T, Verizon, etc. This agreement is not intended to supersede any of those agreements. Neither TCCU nor any of our service providers assume responsibility for the operation, security, functionality or availability of any related network, wireless device or mobile network which you may utilize to access mobile banking.

LIABILITY

Availability, timeliness and the proper functioning of our mobile banking service will be dependent upon many factors such as, your wireless device location, network availability, signal strength, hardware, software and your particular wireless device in general. Neither we nor our service providers shall be liable for any loss or damage caused by these factors or for any actions taken in reliance thereon, including service interruptions, inaccuracies, delays or loss of personalized settings.

TCCU reserves the right to modify the mobile banking services at any time. You, the user, will be responsible for determining how to use the modified application. We will not be liable for any such loss incurred by improper use of the service.

This mobile banking application is being provided "As is" with no warranty of any kind. You agree to exercise caution when utilizing the service on your wireless device and to use discretion when obtaining or transmitting information.

Failure of the service due to natural disaster such as, fire, earthquake or flood, as well as any failure or delay of transportation, power, communications system or similar circumstance beyond our control will not be the liability of TCCU or our service providers.

YOUR RESPONSIBILITY

Under this agreement, you attest that you are the legal owner of the financial information accessible to you via mobile banking. You also agree that all information that you have provided to be used in connection with mobile banking is accurate, current and complete and that you have the right to

provide such information to us for the purpose of using this service. You agree not to misrepresent your identity and to keep your personal information current and accurate.

You assume responsibility for any transactions authorized by persons whom you have permitted to use your wireless device and PIN to access mobile banking. If at any time you have reason to believe that your PIN or wireless device has been lost or stolen, you must notify us immediately at (817) 884-1470 in order to delete the device from the mobile app access. If you later find your device, you may re-enroll the same mobile number.

THIRD PARTY LINKS

TCCU may establish links between our service and other services operated by third parties. We are not responsible for contents therein and assume no control over other such services.

These terms and conditions may be modified, changed or altered at any time without prior notice. It is the responsibility of you, the user, to regularly review this agreement. Your continued use of this service following any such changes, modifications or alterations shall constitute your acceptance of such.

CONTACT BY TCCU OR AFFILIATED PARTIES

No TCCU employee, or any company affiliated with this mobile service will contact you via email or phone requesting your mobile ID or mobile passcode. If you are contacted by anyone requesting this information, please contact us immediately.

CANCELLATION

You may cancel your mobile banking service at any time by notifying us of your intent to cancel in writing or by calling us at (817) 884-1470. We may terminate your participation in mobile banking service for any reason at any time. We are not obligated to notify you in advance.

DEPOSIT ITEMS

1. Definitions. The following terms are defined in this Agreement:

a. Substitute Check – A paper reproduction of a check that contains an image of the front and back of the check and meets the other technical requirements for a substitute check under Check 21.

b. Item – An instrument containing an order to pay money handled by a financial institution for collection or payment, as defined by the Texas Uniform Commercial Code. The image files of the front and back of Checks you transmit to us qualify as Items under this Agreement.

c. Service – The Mobile Deposit Service offered by Tarrant County’s Credit Union.

d. Check – An original paper check, other than a documentary draft, payable on demand, negotiable, and drawn on or payable through a financial institution located in the United States of America.

e. Remotely Created Check – A check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

f. Foreign Item - A check not drawn on or payable through a financial institution located in the United States of America.

g. Check 21 – The Check Clearing for the 21st Century Act , the implementing Check 21 regulations located in Subpart D to Federal Reserve Board Regulation CC, and other applicable provisions of Regulation CC.

2. Items Eligible for Deposit. Each Item may be transmitted to us only once. Only Checks drawn by other parties on financial institutions and payable to you are eligible for deposit. We will not accept Substitute Checks, or third-party Checks. We will not accept Remotely Created Checks or Foreign Items. 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 to Tarrant County’s Credit Union” and the 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 we will not be liable for any such rejection. You may consult the online banking program or call us at (817) 884-1470 to confirm that we have received and accepted an Item for deposit.

3. Image Quality. Both the front and back of each Check must be sent to us as directed in the Remote Deposit area of the Mobile Deposit program. You are responsible for ensuring that the images of the front and back of each Check are correctly matched. Each item must be submitted individually and may not be combined with any other items in the same file. We will not accept items containing incomplete Check images or images with torn or folded edges, cut corners, or other physical discrepancies. YOU REPRESENT AND WARRANT THAT EACH ITEM SUBMITTED FOR REMOTE DEPOSIT (A) WILL ACCURATELY AND LEGIBLY REPRESENT ALL THE INFORMATION ON THE FRONT AND BACK OF THE CHECK AT THE TIME OF IMAGING, INCLUDING WITHOUT LIMITATION, THE AMOUNT OF THE CHECK, THE PAYEE, THE DRAWER'S SIGNATURE, THE PREPRINTED INFORMATION THAT IDENTIFIES THE DRAWER AND THE PAYING BANK, THE MAGNETIC INK CHARACTER RECOGNITION (MICR) LINE, AND OTHER INFORMATION PLACED ON THE CHECK BEFORE IMAGING, SUCH AS ENDORSEMENTS APPLIED TO THE BACK OF THE CHECK, AND (B) WILL CONFORM TO OUR SPECIFICATIONS AS PROVIDED TO YOU FROM TIME TO TIME AS WELL AS APPLICABLE INDUSTRY AND REGULATORY STANDARDS.

4. Standard of Care; Deposit Limits and Cutoff Times. We will use ordinary care as defined by the Texas Uniform Commercial Code in the handling of Items. Daily deposit limits, per Item limits, frequency limits, and deposit cutoff times are as specified in Schedule "A" attached and incorporated into this Agreement. We reserve the right to suspend the availability of the Service from time to time for necessary maintenance. You agree to deposit the original Items or make other deposit arrangements if the Service is unavailable for any reason. Items received before our 3:00 pm central time cutoff time on business days we are open will be processed on the same business day unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent processing. In such case, the Items will be processed on our next business day, as will Items received after the cutoff time on the previous business day. All accepted Items will be considered deposited at our headquarters in Fort Worth, Texas, and will be subject to our Funds Availability Policy and the funds availability requirements of Federal Reserve Board Regulation CC. We may choose to make funds available sooner in certain cases at our sole discretion.

5. Electronic Notices; Member Updates. We may choose to provide certain notices related to this Service electronically by way of the online banking program. This may include change-in-terms notices related to the Service. You consent to accept these notices in electronic form. You agree to use the messaging feature within the online banking program to update us with your email address or information necessary to contact you electronically.

6. Receipt of Items; Lost Items and Transmissions. Items are not considered received by us until we have confirmed receipt of them by posting a notation of the deposit in the remote deposit area of the online banking program. Receipt of an Item does not constitute an acknowledgement by us that the Item is error-free or that we will be liable for the Item. Although we have implemented important measures to safeguard and secure your data, we are not responsible for Items not received by us or for any intrusion into or theft of any data transmitted by you unless the loss is substantially caused by our gross negligence or willful misconduct. Credit given for an Item received for deposit is provisional and is

subject to verification and final settlement. While we have implemented important measures to ensure the safe and secure transmission of your data, you acknowledge that we cannot and do not guarantee the security of information transmitted over the Internet and you expressly agree to assume this risk. We are not responsible for alterations made to Items in the course of transmission to us. You are responsible for ensuring that Items transmitted to us have been received by us and credited to the designated account in the correct amount.

7. Retention of Items. You agree to retain Checks in their original form and the associated image files for 60 days after transmission to us. After that time, you will destroy the Checks and image files by a secure shredding or other permanent deletion method to ensure that the Checks and image files will not be redeposited or resubmitted. You agree to be responsible for any direct, indirect, or consequential damages that result from your failure to maintain adequate security over your Checks and computer files.

8. Additional Duties and Obligations. In addition to your other duties as provided in this Agreement, you agree to implement and maintain reasonable security measures for the safekeeping of all Checks and image files. We may specify certain security measures from time to time, and you agree to implement such measures. You agree to promptly review your Items in the online banking program after you have transmitted them to us and promptly notify us of any input or other errors. You agree to examine your account statement in a timely manner and promptly report errors or discrepancies to us within 33 days (40 days for claims relating to Substitute Checks). You agree to provide us with the original Check(s) and any other documents or computer files related to the service if we request. You agree to notify us promptly if you experience or suspect any problems or issues relating to the Service or the security of your facilities, equipment, or Items. You agree that we may make adjustments to your account arising out of or related to your use of the Service at any time without notice to you. We may chargeback Items that do not satisfy the warranties you are making with respect to the Items or do not otherwise meet the requirements of this Agreement. You are solely liable for an error or discrepancy related to an Item unless the error or discrepancy results from a breach of our duty of care. You agree to deposit the original Checks should we be unable to process them using the Service, provided that we have notified you in writing that you may deposit the original Checks. You will keep your contact information on file with us updated and current at all times. You agree to be responsible for all charges and fees charged by us or by third parties in connection with handling your Items, including applicable fees as set forth in our Fee Schedule. Such charges and fees are due and payable immediately, and we may charge any eligible account on which you are an owner for charges and fees without notice to you.

9. Return of Items. If an Item is dishonored, you will receive a Substitute Check as the charged-back item. You may not use the Service to deposit a Substitute Check and you may not deposit the original Check, whether by physical deposit or by way of the Service, if you receive a dishonored Item. You agree to abide by any additional instructions we may provide to you in connection with returned checks.

10. Warranties and Indemnity. YOU REPRESENT AND WARRANT THAT:

(A) YOU WILL USE THE SERVICE AND RELATED TECHNOLOGY ONLY FOR LEGAL PURPOSES AND ONLY AS PROVIDED IN THIS AGREEMENT;

(B) YOUR USE OF THE SERVICE WILL BE IN COMPLIANCE WITH APPLICABLE LAW, INDUSTRY STANDARDS, AND OUR POLICIES, PROCEDURES, AND SPECIFICATIONS AS AMENDED FROM TIME TO TIME;

(C) YOU ARE A PAYEE AUTHORIZED TO ENDORSE EACH CHECK YOU TRANSMIT;

(D) ALL CHECKS TRANSMITTED TO US AND RELATED INFORMATION ARE ACCURATE AND COMPLETE AND ONLY ELIGIBLE ITEMS AS PROVIDED IN THIS AGREEMENT WILL BE DEPOSITED;

(E) YOU WILL COOPERATE WITH US WHEN NECESSARY IN CONNECTION WITH OUR PROVISION OF THE SERVICE;

(F) THE QUALITY OF CHECKS AND THE IMAGES YOU TRANSMIT WILL BE SUCH THAT A LEGALLY EQUIVALENT SUBSTITUTE CHECK CAN BE CREATED;

(G) YOU WILL NOT TRANSMIT ANY ITEM TO US THAT CONTAINS A VIRUS OR OTHER HARMFUL COMPUTER CODE;

(H) YOU WILL NOT DEPOSIT AN ORIGINAL CHECK THAT WAS ORIGINALLY DEPOSITED USING THIS SERVICE UNLESS THE ITEM CANNOT BE ACCEPTED OR PROCESSED AND WE EXPRESSLY INSTRUCT YOU IN WRITING THAT YOU MAY DO SO;

(I) THE ITEMS YOU SUBMIT WILL CONFORM TO OUR STANDARDS AND YOU WILL NOT BREACH THE TERMS OF THIS AGREEMENT AT ANY TIME;

(J) CHECKS YOU SUBMIT ARE NOT COUNTERFEIT OR ALTERED AND THAT ALL SIGNATURES ON CHECKS ARE AUTHORIZED AND AUTHENTIC;

(K) YOU EXPRESSLY ASSUME ALL OF THE WARRANTIES FOR THE COLLECTION AND PRESENTMENT OF CHECKS AS PROVIDED IN THE TEXAS UNIFORM COMMERCIAL CODE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES SET FORTH IN TEXAS BUSINESS & COMMERCE CODE §4.208;

(L) YOU EXPRESSLY ASSUME ALL OF THE WARRANTIES AND INDEMNIFICATIONS OF CHECK 21, INCLUDING WITHOUT LIMITATION, THE WARRANTY THAT NO DEPOSITORY INSTITUTION, DRAWEE, DRAWER, OR ENDORSER WILL RECEIVE PRESENTMENT OR RETURN OF, OR OTHERWISE BE CHARGED FOR, THE SUBSTITUTE CHECK, THE ORIGINAL CHECK, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE SUBSTITUTE CHECK OR ORIGINAL CHECK SUCH THAT THAT PERSON WILL BE ASKED TO MAKE A PAYMENT BASED ON A CHECK THAT IT ALREADY HAS PAID;

(M) WE WILL SUFFER NO LOSS AS A RESULT OF OUR ACCEPTANCE OF YOUR ITEMS OR YOUR USE OF THE SERVICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS FOR ALL COSTS, EXPENSES, LOSSES, AND LIABILITIES WE INCUR, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND INTEREST, THAT ARISE OUT OF, RESULT FROM, OR RELATE TO YOUR BREACH OF ANY OF THE REPRESENTATIONS OR WARRANTIES IN THIS AGREEMENT.

11. Warranty Disclaimers; Limitation of Liability. THIS SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. WE DISCLAIM ANY WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE AVAILABLE AT ALL TIMES. OUR SOLE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE CORRECTION OF ANY DEPOSIT ERROR THAT RESULTS FROM OUR FAILURE TO MEET THE STANDARD OF CARE AS PROVIDED IN THIS AGREEMENT. EXCEPT FOR THE FOREGOING, WE WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR PROPERTY DAMAGES INCURRED AS A RESULT OF OUR PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR YOUR USE OF THE SERVICE. IN NO EVENT WILL WE WILL BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Confidentiality. The Service and related technology may contain valuable trade secrets ("Confidential Information") that are the property of the Credit Union or its vendors. You agree to (i) take reasonable precautions to protect the Confidential Information, (ii) hold the Confidential Information in strict confidence, and (iii) use it only for the purpose of this Agreement. Any unauthorized use of Confidential Information constitutes a material breach of this Agreement and may cause the owner irreparable injury for which there is no adequate remedy at law. In the event of an actual or threat of breach of Confidential Information, in addition to any other remedies available to us at law, you agree that we

may seek equitable relief to prevent or remedy the breach or threat of breach without posting bond or any other security.

13. Force Majeure. We will not be deemed in default or otherwise liable under this Agreement due to our inability to perform our obligations by reason of fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any failure or delay of any transportation, power, computer or communications system, or any other similar cause beyond our reasonable control.

14. Assignment. You may not assign this Agreement or any right or obligation under this Agreement without our prior written consent.

15. No Waiver. No provision of this Agreement will be deemed waived, and no breach will be deemed excused, unless such waiver or excuse is in writing and signed by an authorized representative of TCCU.

16. Severability. In the event that any provision of this Agreement is determined to be invalid, unenforceable, or otherwise illegal, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.

17. Amendment. We may add to, change, or delete the terms of this Agreement by providing notice to you. We may also add to, change, or delete some functionalities or features of the Service at any time without notice to you. If you do not consent to a modification to this Agreement or the Service, you must terminate the Service by notifying us in writing. This Agreement may not be amended unless we expressly agree to the amendment in writing.

18. Termination. We reserve the right to terminate, suspend, or modify the Service at any time without notice to you.

19. Governing Law. This Agreement is entered into in Fort Worth, Texas, and is governed by Texas law and applicable federal law.

20. Dispute Resolution. In the event of any dispute or controversy arising out of this Agreement or its interpretation, the parties shall first attempt in good faith to resolve their dispute informally, or by means of commercial mediation, without the necessity of a formal proceeding. Any controversy or

dispute not resolved informally shall be submitted to and resolved exclusively by arbitration under the rules of the American Arbitration Association, upon written notice of demand for arbitration by the party seeking arbitration, setting forth the specifics of the matter in controversy or the claim being made. The arbitration shall be heard before an arbitrator mutually agreeable to the parties; provided that, if the parties cannot agree on the choice of an arbitrator within 10 days after the first party to seek arbitration has given written notice, then the arbitration shall be heard by three arbitrators, one to be chosen by each party, and the third to be chosen by those two arbitrators. A hearing on the merits of the claims for which arbitration is sought by any party shall be commenced not later than 60 days from the date of the first demand for arbitration. The arbitrators must render a decision within 10 days after the conclusion of such hearing. Any award in such arbitration shall be final and binding upon the parties and a judgment based upon such a decision may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, any party to this Agreement may seek temporary or preliminary equitable relief to preserve the status quo ante or prevent material and irreparable injury.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof.

Schedule "A"

This Schedule "A" incorporates additional terms and conditions into the Tarrant County's Credit Union Remote Deposit Agreement.

Service Limits and Cutoff Times

Cutoff time:

3:00 p.m. CST

Service Limits are determined on an individual basis.

Tarrant County's Credit Union - 2020