

Nizari Progressive Federal Credit Union Consumer Remote Deposit Capture Agreement

Welcome to the Nizari Progressive Federal Credit Union Consumer Remote Deposit Capture service. This Agreement applies to checks deposited remotely using your Apple® or Android® mobile device. In this Agreement, the words “you” and “your” mean the consumer member requesting this Service and any joint account owners, authorized signers, or other persons authorized to act on your Credit Union accounts. “We,” “our,” “us,” “Nizari” and “Credit Union,” mean Nizari Progressive Federal Credit Union. Remote Deposit Capture services for businesses and other non-consumers are governed by the Nizari Merchant Remote Deposit Capture Agreement and not by this Agreement.

You must be at least 18 years of age and enrolled in Online Banking to use this Service. You must additionally download our mobile application (“App”) and have an active Nizari checking or savings account that is active and in good standing. Certain additional user requirements and limitations may apply as set forth in the attached Schedule “A” and in any instructions, user guides, FAQs, or other information we may provide or make available to you in connection with the Service, all of which are incorporated by reference into this Agreement.

You must login to Online Banking to request this Service. We may choose to deny a request for the Service for any reason in our sole discretion. Upon approval, you may use your Apple® or Android® mobile device and our App to capture images of certain paper checks, front and back, and electronically transmit the images over the Internet to us for deposit into designated checking or savings accounts. Not all mobile devices may be supported.

Please review this Agreement carefully. By requesting or using this Service, you agree to conduct your remote deposit transactions by electronic means, you authorize us and our technology partners 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 Nizari Membership and Account Agreement (“Account Agreement”) is incorporated into and made a part of this Agreement. In the event of any conflict between this Agreement (including any schedules, instructions, guides, or FAQs) and the Account Agreement, the terms of this Agreement will control unless this Agreement specifically provides otherwise. Capitalized terms and pronouns used in this Agreement have the meanings as defined herein or in the Account Agreement.

1. **Definitions.** In addition to other defined terms in this Agreement, the following terms are defined:
 - 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 and Federal Reserve Board Regulation CC.
 - 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 remote deposit service offered by the 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 or its supplier 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, 12 U.S.C. 5001 *et. seq.*, and the implementing Check 21 regulations located in Subpart D to Federal Reserve Board Regulation CC, 12 C.F.R. 229 *et. seq.*, and other applicable provisions of Regulation CC.

2. Hardware and Software Requirements. You are responsible for purchasing, operating, and maintaining an approved Apple® or Android® mobile device and any other equipment necessary to use the Service. You agree to download and use the latest version of the Credit Union’s App as it becomes available. You are additionally responsible for all wireless and Internet services necessary to access the Service and for charges arising out of or related to those services. To use the Service, you must have an approved Apple® or Android® mobile device with a built-in camera supported by the mobile App and a working Internet connection. We may impose additional hardware and software requirements and mandatory equipment maintenance procedures from time to time by notifying you, and you agree to abide by such requirements and procedures at your expense. We reserve the right to add to, change, or delete the hardware, software, and other Service requirements from time to time by providing notice to you. You agree to accept notices provided in connection with this Agreement at your email address on file with us or by any other commercially reasonable notification method we choose.

3. Security and Safeguarding Your Devices and Access Information. You agree to keep your mobile devices secure and implement safeguards to protect against unauthorized deposits and access to your information. To the extent permitted by applicable law, you will be responsible if fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable Items are sent to us. You will access the Service by logging into your accounts using your Online Banking User Name and Password (collectively referred to as “access information”). We may require additional security procedures in order to authenticate a user. You agree to keep your access information secure by memorizing it or keeping it in a safe place, not disclosing it to any third party other than those to whom you provide your express authorization, and you will not record or display your access information in such a manner that it will be accessible by unauthorized third parties. You additionally agree to complete your remote deposit transactions promptly, and you will not leave your mobile device unattended while using the Service. You agree to promptly log off each time you finish using the Service. You agree that you will not allow any other person to establish their fingerprint or other biometric identification on your device for purposes of Apple Touch ID or a similar authentication service. If you do, and the person uses your device to access the Service, such access will be deemed an authorized use for which you will be responsible. **You understand that any person having access to your User Name and Password will have ready access to the Service and will have the ability to perform all transactions available through the Service.** You agree

that any use of your User Name and Password by you, any other party to any of your Credit Union share accounts, anyone you permit or authorize to use your User Name and Password, and anyone to whom you disclose your User Name and Password or give access to your User Name and Password is deemed an authorized use for which you will be liable. If you authorize another person to use your User Name and Password in any manner, your authorization is considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization. You are responsible for any transactions made by any such person until we have received your written notice of revocation and have had a reasonable opportunity to act upon it. You understand that anyone with access to your mobile device may be able to access any check images you have captured on your mobile device, and you are fully responsible for any consequences arising out of such access. You are responsible for reporting the loss, theft, or compromise of your mobile device or your User Name and Password to us as soon as possible after you learn of it or suspect that unauthorized access or use has or may occur. For your security, we may restrict access to the Service without advance notice if we suspect or detect fraudulent activity.

4. Items Eligible for Deposit. When using this Service, we will use the check images you send to us to clear the checks as image exchange items or create Substitute Checks for presentment to the paying financial institutions. We may choose, in our sole discretion, the method we use to present and clear remotely deposited checks. All Items accepted for deposit will be treated as Checks or Items under the Membership and Account Agreement and are subject to that agreement. Each Item may be transmitted to us only once. Only Checks drawn on financial institutions and payable to one or more account owners are eligible for deposit. We will not accept Checks with a named payee other than an account owner, including any joint owner. Each Check payee must be an account owner on the account ID into which the Check is deposited. We will not accept Substitute Checks. We will not accept Remotely Created Checks, third-party checks, or Foreign Items. We will not accept postdated checks, a check drawn on your personal account at the credit union, a check that has been redeposited or returned, such as “nonsufficient funds” or “refer to maker”, or returned for any other reason, and any item that is incomplete. Each Check deposited and accepted through the Service will qualify as an Item as defined herein and must be properly endorsed by all required payees. Additional endorsement requirements for Checks deposited through the Service are set forth in Schedule “A” attached hereto. You agree not to deposit Checks that contain evidence of alteration, or that 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 is drawn. While we will provide notice as soon as possible if we cannot accept an Item for remote deposit, you acknowledge and agree that we may reject any Item in our sole discretion without advance notice to you, and we will not be liable for any such rejection. We may restrict the types of accounts into which Checks can be deposited. Checks deposited through the Service will generally be made available in accordance with the availability schedule set forth in Schedule “A” attached hereto. In some cases, we may delay the availability of Checks deposited through the Service for a longer period in our sole discretion. Checks deposited through the Service are not subject to our Funds Availability Policy as set forth in the Membership and Account Agreement. You may contact us at the telephone numbers listed in Schedule “A” to confirm that we have accepted an Item and when the funds will be available.

5. Image Quality. Both the front and back of each Check must be sent to us as directed in any instructions we provide or make available to you. You are responsible for ensuring that the images of the front and back of each Check are correctly matched and that the Check images are clearly legible. 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 OF 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 ALL 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.

6. 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. We reserve the right to suspend the availability of the Service from time to time for necessary maintenance. Additionally, the Service may be unavailable from time to time due to circumstances outside of our control. When the Service is unavailable, you agree to deposit your checks through other available means such as in person at a branch location or by mail. We may impose limits on the dollar amount of Items that may be remotely deposited as set forth in Schedule "A." Items received Monday through Friday on business days we are open and before our cutoff time listed in Schedule "A" will normally be processed on the same business day unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent processing. In such cases, the Items will be processed on our next business day if conditions permit, as will Items received after our cutoff time and on days our administrative offices are not open. Schedule "A" attached hereto contains additional information about our business days. All accepted Items will be considered deposited at our headquarters in Sugar Land, Texas.

7. Fees. Any Fees charged for use of the Service are set forth in Schedule "A" attached hereto.

8. Electronic Communications. We may choose to provide notices related to the Service electronically through the Online Banking service or any email address we have on file for you, and you consent to accept notices in electronic form. You agree to keep your email address and other contact information on file with us current at all times by using the Online Banking service or other approved methods to update your information.

9. Receipt of Items, Lost Items and Wireless Communications. Items are not considered received by us until we have notified you at the time of deposit that the transmission was successful. Receipt of an Item does not constitute an acknowledgement by us that the Item is error-free, that we have accepted the Item, or that we will be liable for the Item. You understand that wireless communications may not be encrypted and that there are risks in transmitting data to us with your mobile device. We have implemented important measures to safeguard and secure your data, but we cannot be responsible for Items not received by us or for any intrusion into or theft of any data you transmit unless the loss is substantially caused by us. You acknowledge that we cannot and do not guarantee the security of information transmitted over wireless networks and you expressly agree to assume this risk. Credit given for an Item received for deposit is provisional and subject to verification and final settlement. 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.

10. Retention of Items. Once you have received notice from us that your transmission was successful, you agree to retain each Check in its original form for 60 days after the corresponding Item is sent to us. During this time, you agree to make the original Check available to us within 10 calendar days on our request and at your expense. If you do not provide a requested Check to us in a timely manner, we may reverse any credit we have provided for the Item. After 60 days, you agree to mark each accepted Check “Void” across the face of the Check and destroy the Check by a secure shredding method to ensure that it will not be redeposited. Unless instructed by us in writing, you may not to negotiate, present, or redeposit an original Check deposited through the Service.

11. Additional Duties and Obligations. In addition to your other duties as provided in this Agreement, you agree to follow our policies and procedures in any matter related to the Service. You agree to implement and maintain reasonable security measures for the safekeeping of all Checks and Items. You agree that we may monitor and review your remote deposit process and require you to implement reasonable and specific internal controls to use the Service. You agree to provide any additional information and documentation we may reasonably request in connection with a remote deposit transaction, including providing image files of deposited Items to us on request. You agree to review your accepted remote deposit transactions shortly after they have been posted to your Account and promptly notify us of any input or other errors. You additionally agree to examine your Account statement in a timely manner and promptly report errors or discrepancies to us within the 33-day time period provided in the Account Agreement. If you experience an error related to a Substitute Check, you must notify us within 40 days of (i) the day we mailed or delivered the account statement reflecting the error or (ii) your receipt of the substitute check, whichever is later. You agree to notify us promptly if you experience or suspect any problems or issues relating to the Service. 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 advance notice to you. At any time, we may charge back 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 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 Schedule “A” attached hereto and in our Fee Schedule. Such charges and fees are due and payable immediately, and you agree that we may charge any eligible Account on which you are an owner for such charges and fees without notice to you. You agree to be responsible for any direct and indirect damages accruing to you or us that result from your failure to follow our procedures or maintain adequate security over your Checks.

12. Return of Items. If an Item is dishonored, rejected, or otherwise returned unpaid, we will charge back the amount of the original Check, and 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 an original Check, whether by physical deposit or by way of the Service, if you receive a Substitute Check as a dishonored Item. You agree to abide by any additional instructions we may provide to you in connection with returned Items.

13. Warranties and Indemnity. IN CONNECTION WITH YOUR USE OF THE SERVICE, 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 OR AN AUTHORIZED REPRESENTATIVE OF THE PAYEE AUTHORIZED TO ENFORCE EACH ITEM YOU TRANSMIT;

(D) ALL ITEMS 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 REQUESTED IN CONNECTION WITH OUR PROVISION OF THE SERVICE;

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

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

(H) NEITHER YOU NOR ANY OTHER PERSON WILL DEPOSIT AN ORIGINAL PAPER CHECK THAT YOU ATTEMPTED TO DEPOSIT THROUGH THE SERVICE UNLESS THE ITEM CANNOT BE ACCEPTED OR PROCESSED THROUGH THE SERVICE AND WE SPECIFICALLY NOTIFY 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) ITEMS YOU SUBMIT ARE NOT COUNTERFEIT OR ALTERED AND THAT ALL SIGNATURES ON CHECKS ARE AUTHORIZED AND AUTHENTIC;

(K) YOU WILL BE RESPONSIBLE FOR ANY FRAUDULENT, INCORRECT, OR ILLEGIBLE ITEMS SENT TO US, WHETHER SENT INTENTIONALLY OR UNINTENTIONALLY;

(L) 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 SECTION 4.208;

(M) 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 THE PERSON WILL BE ASKED TO MAKE A PAYMENT BASED ON A CHECK THAT IT ALREADY HAS PAID;

(N) WE WILL SUFFER NO LOSS AS A RESULT OF OUR ACCEPTANCE OF YOUR ITEMS OR YOUR USE OF THE SERVICE;

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CREDIT UNION AND OUR TECHNOLOGY PARTNERS, INCLUDING BUT NOT LIMITED TO THE RESPECTIVE AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS OF EACH OF THE FOREGOING FROM

ALL CLAIMS, ACTIONS, DAMAGES, COSTS, EXPENSES, LOSSES, AND LIABILITIES WE INCUR, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND RELATED EXPENSES, COURT COSTS, AND INTEREST, THAT ARISE OUT OF, RESULT FROM, OR RELATE TO (I) YOUR BREACH OF ANY OF THE REPRESENTATIONS OR WARRANTIES OR ANY OTHER PROVISIONS OF THIS AGREEMENT, OR (II) YOUR USE OF THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CREDIT UNION AND ITS TECHNOLOGY PARTNERS, INCLUDING BUT NOT LIMITED TO CU ANSWERS, AND THE RESPECTIVE AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS OF EACH OF THE FOREGOING FROM AND AGAINST ANY THIRD PARTY CLAIMS, SUITS, PROCEEDINGS, ACTIONS OR DEMANDS, INCLUDING CLAIMS OF ANOTHER FINANCIAL INSTITUTION, BUSINESS ENTITY, OR GOVERNMENTAL AUTHORITY, AND ALL LOSSES LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES AND EXPENSES, ARISING FROM SUCH CLAIMS, TO THE EXTENT SUCH CLAIMS ARE RELATED TO YOUR USE OF THE SERVICE OR THE CREDIT UNION TECHNOLOGY PARTNERS' APPLICATIONS, UNLESS SUCH CLAIM DIRECTLY RESULTS FROM AN ACT OR OMISSION MADE IN BAD FAITH BY THE CREDIT UNION OR ITS TECHNOLOGY PARTNERS. THE PROVISIONS OF THIS SECTION 13 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

14. Warranty Disclaimers; Limitation of Liability. USE OF THE SERVICE AND ALL RELATED INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) ARE PROVIDED AT YOUR OWN RISK AND ON AN "AS IS" AND ON "AS AVAILABLE" BASIS. WE DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS OBTAINED BY USING THE SERVICE WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE SERVICE OR THE RELATED TECHNOLOGY WILL BE CORRECTED.

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, 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 SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE MAY BE REQUIRED BY LAW.

15. Confidentiality. The Service and related technology may contain valuable trade secrets ("Confidential Information") that are the property of the Credit Union and its technology partners. 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 purposes 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 at law to us or our technology partners, you agree that we or our technology partners may seek equitable relief to prevent or remedy the breach or threat of breach without posting bond or any other security.

16. Ownership and License. You acknowledge that the remote deposit technology, the Service, and the App are the property of the Credit Union and/or its technology partners, including but not limited to CU Answers, and are protected by copyright law. The Credit Union and its technology partners grant you a limited, personal, non-exclusive, non-transferable license to use the technology and to download and install the App solely to access and use the Service in accordance with the terms of this Agreement and any future amendments. You acknowledge that all right, title and interest in the Service, the remote deposit technology and the App, and all software and development, is owned and retained by the Credit Union or its technology partners and that neither the Service, the remote deposit technology, nor the App is sold to you. Your rights to the Service, the remote deposit technology, and the App are strictly limited by this Agreement, and the Credit Union and its licensors reserve all rights not expressly granted herein. You may not, nor may you permit any third party to: (a) sublicense, rent, lease, transfer, sell, or redistribute the Service, the remote deposit technology, or the App or any portion thereof, (b) reverse engineer, decompile, disassemble, modify, change, alter, translate, create derivative works from, attempt to derive the source code of, copy or reproduce all or any part of, or interfere with, or attempt to interfere with, the Service, the remote deposit technology, or the App or any portion thereof, or (c) use the Service, the remote deposit technology, or the App or any portion thereof in any manner not expressly permitted under this Agreement.

17. 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.

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

19. No Waiver; Time of Essence. 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 the party from whom such waiver or excuse is claimed. For purposes of this Agreement, time is of the essence.

20. 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.

21. Amendment and Termination by You. We may add to, change, or delete the terms of this Agreement by providing notice to you. We may also add to, change, suspend, or terminate some or all of the functionalities or features of the Service at any time without notifying you, although we will normally provide notice of such changes on our website or through the Online Banking service. If you do not consent to a modification of this Agreement or the Service, or if you wish to stop this Agreement for any other reason, you may terminate and discontinue your use of the Service at any time by notifying us in writing. Termination by either of us shall not affect any transaction already in process at the time of termination unless you and the Credit Union agree otherwise, and you will remain responsible for all of

your obligations under this Agreement and all transactions processed on your behalf. You may not amend this Agreement unless we expressly agree to the amendment in writing.

22. **Termination.** We reserve the right to terminate this Agreement at any time by notifying you.

23. **Headings.** The titles and headings of the sections of this Agreement are for the sole convenience of the parties and are not intended for any other purpose or to explain, modify, or place any construction on any of the provisions of this Agreement.

24. **Governing Law.** This Agreement is entered into in Sugar Land, Texas, and is governed by Texas law and applicable federal law.

25. **Dispute Resolution.** Any controversy or dispute arising under this Agreement that cannot be resolved through informal negotiations between the parties shall be brought in the courts of Fort Bend County, Texas, to the extent permitted by applicable law.

26. **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.

Nizari Progressive Federal Credit Union
Schedule "A"
to
Consumer Remote Deposit Capture Agreement

This Schedule "A" to the Nizari Progressive Federal Credit Union Consumer Remote Deposit Capture Agreement is incorporated into and made a part of the Agreement. The Consumer Remote Deposit Capture Service is available to qualified members only and is subject to the following additional terms, which may be amended from time to time by notifying you:

Qualifying Criteria

- Consumers must have an eligible Credit Union checking or savings account to use the Service. Not all checking and savings accounts may be eligible.
- The qualifying checking or savings account must be active and in good standing.
- All account owners and any loan or credit card account with us must be in good standing as determined by the Credit Union at our sole discretion.
- To use this service you must have a valid email address on file with us and you must be enrolled in Online Banking.
- We may also consider additional factors in connection with your request for the Service.

If approved, we reserve the right to terminate your privilege to use the Service at any time without advance notice if we believe you are not managing your Accounts in a responsible manner or for other good cause.

Deposit Limits

Remote deposits are limited to a maximum of \$2,500 per item, \$10,000 per day per member, and 10 items per day. In addition, remote deposits are limited to \$30,000 on a 30-day rolling basis.

Fees

Consumer Accounts: Currently, there is no fee for using the Consumer Remote Deposit Capture Service. All other applicable fees as set forth in our Fee Schedule such as return check fees shall apply.

Cutoff Time

Our cutoff time is : 4:00 PM Central Time

For purposes of the Service, our business days are Monday through Friday except for federal holidays. Additionally, our administrative offices close at 3 PM on other religious holidays. Items received Monday through Friday on business days and at times we are open, and before our cutoff time, will be processed on the same business day unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent processing. In such case, Items will be processed on our next business day if conditions permit, as will Items received after the cutoff time and on days or at times our administrative offices are not open.

Availability Schedule

Remote deposits will be credited to your account generally within 24 hours of acceptance. Remote deposits received after the close of a business day and on days or times our administrative offices are not open will be credited to your Account generally within 24 hours of acceptance on the next business day. We reserve the right to impose greater holds on remote deposits in our sole discretion. We will notify you in such cases. Contact us at the telephone number below to confirm the availability of your deposit. Funds from remote deposits are not subject to our Funds Availability Policy.

Telephone Numbers for Confirming When a Deposit Will be Available for Withdrawal

281-921-8500 OR 1-888-786-1824

Endorsement Requirements for Checks

Check endorsements must include the following information. Remote deposits without proper endorsements will be rejected:

- Signature(s) of all required payees. For example, if a check is made payable to payees "A" or "B," either "A" or "B" may endorse the check without the other's endorsement. But if the check is made payable to payees "A" and "B," both payees are required to endorse. All Check payees must be owners on the Account into which the Check will be deposited.
- Write the words "FOR NIZARI PFCU MOBILE DEPOSIT ONLY" above your signature
- Member Number
- Account Number to receive deposit

Example:

FOR NIZARI PFCU MOBILE DEPOSIT ONLY

/s/ (signature)

123456-XXX (where 123456 is the member number and XXX is the Account suffix)

- Be sure to keep your endorsement within 1 ½ inches of the trailing edge of the check (the left side of the check looking at it from the front)
- Remember to retain the original check in a secure location for 60 days after we have notified you that we have accepted it.