

Capitol Credit Union user agreement

TERMS OF USE AND PRIVACY POLICY

The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

(i) General. The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

(ii) Provider Privacy Policy. Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.

(iii) Source of Information. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(v) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vi) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vii) Disclaimer of Warranty. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(ix) Google Analytics. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

(x) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

Mobile Deposit Terms and Agreement

This Mobile Deposit Terms and Agreement (the "Agreement") contains the terms and conditions for the use of Capitol Credit Union's mobile deposit service ("Mobile Deposit"). By accepting the terms and conditions, you acknowledge and accept the rules and requirements of this Agreement. In this Agreement, the words "you" and "your" refer to the individual using the Mobile Deposit service. The words "Credit Union", "our", "us" and "we" refer to Capitol Credit Union. The terms of this Agreement are in addition to any account agreements, disclosures and other documents in effect from time to time

governing your account including but not limited to the Capitol Credit Union Membership Application and Agreement and the Online Banking Agreement.

General

Mobile Deposit, if made available to you, allows you to electronically present images of certain types of checks along with additional deposit related information to us, or to a processor we select, for deposit into an account that you maintain with the Credit Union using your smartphone. These services have eligibility requirements in which we can change the qualifications without notice. You agree that we may change the requirements for use of, suspend, or discontinue Mobile Deposit or your use of Mobile Deposit at any time without prior notice to you. We reserve the right to suspend or terminate this service at any time without notice. This Agreement is subject to change periodically without notice. You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to us is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

Delivery and receipt of information, including but not limited to, instructions you give us, may be delayed or otherwise impacted by factor(s) affecting your phone carriers, other parties, or because of other reasons that we cannot control. You accept the risk that an item may be intercepted or misdirected during transmission. We will not be liable for losses or damages arising from any disclosure of account information to third parties; failed, delayed, or misdirected delivery; or mishandling or of inaccurate content in information and instructions transmitted using Mobile Deposit.

You agree that we may, at our sole discretion and without liability to you, decide to accept or decline for deposit any item that you present to us using Mobile Deposit. For each item you present using Mobile Deposit, we will tell you if we have accepted or declined the item. Your receipt of this information does not mean that the transmission was error free or complete. You are responsible to determine whether a deposit has been accepted by us and deposited to your account by checking your deposit history. You will not receive any other notice of acceptance.

You agree that once we have accepted an item for deposit, you will mark the item as "processed" and never re-present the item. The original check deposited to the system should be retained by you for 60 days and then properly destroyed. If the check is presented for a second time, it will be considered a duplicate check and charged back to your account in which you are liable.

If requested by us, you agree to, within 5 business days, provide the original check and/or a copy of the front and back of any item presented using Mobile Deposit in order to aid in our clearing and collection process.

You acknowledge that if a deposit is dishonored and returned unpaid for any reason, including but not limited to duplicate presentment, we may charge back the item to your account. We may correct the amount of any deposit by debiting or crediting your account(s) within a reasonable time after discovery of an error. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. You will cooperate with us to investigate unusual transactions or poor quality transmissions, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit in your possession and your records relating to such items and transmissions.

Check image guidelines

You will submit check images to us using the following conditions and format:

- Check images may only be submitted for original checks payable to you or a joint account owner or signer on the account, no third party checks will be accepted.
- Checks must be drawn on financial institutions located in the United States and must be payable in United States currency.
- A check image may not be submitted for an original check drawn from the same account into which you are depositing the check.
- Check images may not be submitted for "substitution checks" or remotely created checks.
- Only one check image may be submitted for each check.
- Check images may not be submitted for any check that:
 - o Is stamped with a "non-negotiable" watermark.
 - o Contains alteration or evidence of alteration of which you know to be fraudulent or not authorized by the owner of the account on which the check is drawn.
 - o Is incomplete.
 - o Is "stale" or "post" dated?
 - o Has been previously presented for payment and returned not payable as a result of insufficient funds, stop payment or other reasons.

Check endorsement requirements

Prior to scanning a check, you will restrictively endorse the back on the check with your signature and the words "for deposit only" before scanning an image. Checks must be endorsed as written to the payee. Checks must be endorsed within endorsement guidelines. Third party checks may not be accepted for deposit.

Service Availability

Generally, the Mobile Deposit service may be used seven days a week, twenty-four hours a day; however, deposits will only be posted to your account during business hours. Access to this service may be unavailable from time to time for maintenance or for reasons outside of our control. We will use reasonable efforts to cause the Mobile Deposit service to be accessible to you except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonable foreseeable by us including, but not limited to, any Force Majeure Event as defined below. We are not responsible for any difficulties or any damages that you may incur as a result of these difficulties or unavailability. In order to use the Mobile Deposit, you must use, at your expense, compatible hardware and software. We are not responsible for any third party software or mobile application you may need to use Mobile Deposit. We may change requirements at any time without prior notice. You may need to upgrade the mobile application to use Mobile Deposit.

You agree that items transmitted using the Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Mobile Deposit is received and accepted before 5PM Central Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Mobile Deposit will generally be made available in accordance with the terms of our Funds Availability Policy in Our Account Agreements and Disclosures. It is your responsibility to confirm deposited checks have been received and funds are available.

We have the right to refuse or reject any item presented for deposit. If we refuse or reject an item, we are not responsible for any late fees incurred or any other applicable fees.

Deposit Limits

You agree that we may establish and, without notice to you, change limits on the dollar amount and number of items that you may present for deposit using Mobile Deposit without liability to us. If you

attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to accept similar items for deposit on a future date. The current daily dollar limit is [\$1,000.00] per business day. In addition, the current monthly dollar limit is [\$10,000] per any 30 consecutive calendar day period. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.

Image Quality

The check image must be legible to include the entire MICR line and within the designed perimeters. We must be able to receive a legible image of the front of the check to include the maker, payee, drawer bank, and signature of the maker. An error message may be received if the quality or the check image does not fit in the perimeters of the phone. We may reject a transmitted image if it does not meet the image quality requirements.

Representation and Warranties

You warrant to us that:

- You will only transmit eligible items that are suitable for processing as outlined in this Agreement.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to us is accurate and true.
- You will review and verify for accuracy the information contained in any item before you transmit it to us.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You will properly secure all hardware you use in connection with the Mobile Deposit and use maximum caution in protecting your hardware and security credentials from unauthorized access.
- You will maintain control over and be responsible for secure retention, storage, and destruction of original items.

Indemnification

You agree to defend, indemnify and hold the Credit Union and its respective officers, directors, employees, representatives, successors and assigns, harmless from any and all claims, damages, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from (a) your access, use or misuse of Mobile Deposit, (b) any material breach of a representation, warranty, covenant, or obligation of you contained in this Agreement, (c) the violation of any applicable law; or (d) any other acts or omissions in the performance of your obligations under this Agreement, including without limitation, those resulting in injuries and property damage. The Credit Union reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Credit Union in asserting any available defense. This paragraph shall survive termination of any services or this Agreement.

Governing law

This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas.

Force Majeure

Except for your obligations to pay the Credit Union hereunder, neither party will be liable to the other party for any failure of delay in performance caused by reasons beyond its reasonable control, including but not limited to, restrictions of law, regulations, orders or other governmental directive, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, internet failures or delays, storms or other similar events.

Errors and Unauthorized Use

You must notify us of any errors (or suspected errors) related to the items deposited through the Mobile Deposit as soon as possible after they occur, and in no event later than 30 days after the related account statement is sent. You can contact the Member Service Center at the numbers identified below. Unless you notify us within this time period, the account statement containing the deposits made through the Mobile Deposit is deemed correct, and you cannot bring a claim against us for any alleged errors. You also agree to notify us immediately if you become aware of any loss or theft of, or any unauthorized use of the Mobile Deposit or your security credentials.

Termination

We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Mobile Deposit for any unauthorized or illegal purposes or you use the Mobile Deposit in a manner inconsistent with the terms of your Capitol Credit Union Membership Application and Agreement or any other agreement with us.

Member Service Support

You may contact Our Member Service Center at 512-477-9465 or 1-800-486-4228 Monday through Friday 9am - 5:30pm CST or Saturday 10am - 2pm CST with questions.