

“SNAP DEPOSIT”

REMOTE DEPOSIT CAPTURE

SERVICES DISCLOSURE AND

AGREEMENT

Effective: May 2023

In this Disclosure and Agreement, the words “I,” “me,” “my,” “us” and “our” mean the member that applied for and/or uses any of the SnapDeposit (aka Mobile Deposit) - Remote Deposit Capture Services (the “Services”) described in this Disclosure and Agreement. The words “you,” “your,” and “yours” mean Mabiloil Credit Union. The Mabiloil Credit Union Membership and Account Agreement is hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement or the Membership and Account Agreement, this Disclosure and Agreement will control.

Use of the Services: Following my acceptance of this agreement, I am authorized by you to remotely deposit paper checks through the SnapDeposit application. I can remotely deposit checks I receive to my account with you (the “Account”) by electronically transmitting a digital image of the paper check(s) to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement, as amended over time. I agree to comply with the hardware and software requirements set forth by Mabiloil Credit Union. (Mabiloil Credit Union iOS and Android Application version 2023.03 or higher; TWAIN or Ranger compliant scanner for desktop use.) Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via onscreen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors. I understand that I am responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition, I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

Guarantee Specific to Deposits Received for Credit to a Business Account: My use of the Services for the purpose of depositing to a Business Account constitutes my understanding and agreement that I may be personally liable for any expenses Mabiloil Credit Union incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorneys’ fees, as applicable, as well as any and all costs associated with Mabiloil Credit Union enforcing this Guarantee. This Guarantee shall inure to the benefit Mabiloil Credit Union and its successors and assigns.

Compliance with Law: I agree to use the products and Services for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business, if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

Check Requirements: Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will write the word(s) “For Mobile Deposit Only with Mabiloil CU” on the back and properly endorse the back of the check as well. The image of the check transmitted to you must accurately and legibly provide, among

other things, the following information: (1) the information identifying the drawer and the paying financial institution that is preprinted on the check, including complete and accurate MICR information and signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Reserve, and any other regulatory agency, clearing house or association, as appropriate.

Rejection of Deposit: You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my account due to an item being returned.

Items Returned Unpaid: A notice may be sent to me either electronically or via regular mail indicating transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

Email Address: I agree to notify you immediately if I change my email address, as this is the email address where you will send notification of receipt or disposition of remote deposit items.

Unavailability of Services: I understand and agree that Services may not be available to me within the first 60 days of membership at Mobiloil Credit Union, any time my account is no longer in good standing as defined by Mobiloil Credit Union, and may at times be temporarily unavailable due to system maintenance or technical difficulties, including those of respective Internet service providers, cellular service providers and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or through your ATMs, or mail it to you at Mobiloil Credit Union, PO Box 12849, Beaumont, TX 77726-2849. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you may email notification of items rejected to my email address provided to you within 2-3 business days.

Business Days and Hours: Mobiloil Credit Union business days and hours are defined below and exclude credit union and/or holidays. Branch hours may vary and are available on your Web site.

Mobiloil Credit Union Operating Hours and Contact Information:

Branches: Please view www.mobiloilcu.org for a complete list of branch hours and locations.

Phone Center: (409) 892-1111 or (800) 892-1111

7:30 am – 5:30 pm Monday, Tuesday, Wednesday & Friday

7:30 am – 6:00 pm Thursday

Mailing Address: Mobiloil Credit Union

PO Box 12849

Beaumont, TX 77726-2849

Email address: SnapDeposit@mofcu.org

Funds Availability: I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Beaumont, TX. With regard to the availability of deposits made using the Services, such funds will be available as set forth below.