

## CONSUMER MOBILE DEPOSIT USER AGREEMENT

This Agreement contains terms and conditions for the use of Oklahoma Central Credit Union's ("Oklahoma Central Credit Union", "Credit Union", "us", "we") Mobile Deposit Capture Services ("Mobile Deposit", "Services") that Oklahoma Central Credit Union may provide to you ("you", "your", "member", or "user"). Other Agreements you have entered into with Oklahoma Central Credit Union, including the Account Agreement and Disclosures governing your Oklahoma Central Credit Union account, are incorporated by reference and made a part of this Agreement. In the case of any conflict between the terms of your Membership and Account Agreement and this Agreement, the terms of this Agreement shall control.

- 1. Services.** Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your qualifying accounts from home or other remote locations by capturing and delivering the digital check image and associated deposit information to Oklahoma Central Credit Union or Oklahoma Central Credit Union's designated processor by a mobile device. After you login to Mobile Banking, you may apply for Mobile Deposit.
- 2. Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our Website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Oklahoma Central Credit Union reserves the right, in its sole discretion, to change, modify, add or remove portions of the Services. Your continued use of the Services will indicate your acceptance of any such change to the Services. Member agrees that any notices required or permitted under this Agreement may be given electronically.
- 3. Compliance with Law.** You will use the Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.
- 4. Deposit Limits.** We reserve the right to establish limits on the dollar amount and/or number of items or deposits that you transmit using the Services and to modify such limits from time to time. 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 allow such a deposit at other times.
- 5. Eligible items.** You agree to capture and deposit only checks (*i.e.*, checks or share drafts drawn on a credit union, savings and loan or bank and payable on demand). You agree that the image of the check transmitted to Oklahoma Central shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in the State of Oklahoma.
- 6. Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice. In the event that the Service is unavailable, you may deposit original checks at our branches or select Oklahoma Central Credit Union deposit equipped ATMs or by mailing the original check to: Oklahoma Central Credit Union, P.O. Box 471227 Tulsa, OK 74147.

- 7. Unacceptable Items for Deposit.** You understand and agree that you will not use the Services to deposit the following items:
- Checks payable to any person or entity (business) other than you (i.e., payable to another party and then endorsed to you).
  - Checks payable to you and another party who is not a joint owner on the account.
  - 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.
  - Travelers checks
  - Money orders
  - Checks dated more than 6 months prior to the date of deposit or prior to void date stated on check
  - Checks drawn on a financial institution located outside the United States
  - Checks not payable in United States currency
  - Checks previously converted to a substitute check, as defined in Regulation CC
  - Checks that have been previously deposited, previously been submitted through this service or through a remote deposit capture service offered at any other financial institution
  - Temporary Checks
  - Insurance Checks
- 8. Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check, and any endorsements applied to the back of the original check. If it is the case that the image quality does not meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association, the check may not be accepted. Any loss Oklahoma Central Credit Union or you incur from a delay or processing error resulting from a failure to meet these image standards will be your responsibility.
- 9. Endorsements.** Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may, at our sole discretion, accept or reject endorsements outside this space. Checks made payable to two or more joint owners, the check must be endorsed by both payees. Your endorsement must include your signature and “FOR MOBILE DEPOSIT AT OCCU ONLY.” Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.
- 10. Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you of any kind. We are not responsible for items that we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Oklahoma Central Credit Union that we have received and processed the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete, or that the funds will be credited for that check. All images processed for deposit through the Services will be treated as “deposits” under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. We will notify you of rejected images.
- 11. Storage and Disposal of Original Checks.** After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar days and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Upon 60 calendar

days after receiving confirmation that we received an image, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction and shall indemnify Oklahoma Central Credit Union for all losses or other damages it may suffer as a result of any deposit of a check made more than once. After destruction of an original check, the image will be the sole evidence of the original check.

- 12. Returned Deposits.** Any credit to your account for checks deposited using the Services is provisional. If original checks deposited through the Services are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our express written approval, you shall not attempt to redeposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.
- 13. User Warranties and Indemnification.** You warrant to Oklahoma Central Credit Union that:
- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
  - The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
  - You will not redeposit or otherwise endorse to a third party the original check and no other person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the drawer will be asked to make payment based on an item that has already been paid.
  - There are no other duplicate images of the original check.
  - The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
  - You are authorized to enforce and obtain payment of the original check.
  - You have possession of the original check and no other party will submit the original check for payment. You agree to indemnify and hold harmless Oklahoma Central Credit Union from any loss for breach of this warranty provision.

With respect to each image, you agree to all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

- 14. Business Days.** Our business days are Monday through Friday, except Holidays.
- 15. Funds Availability.** You agree that checks transmitted for deposit through the mobile banking services are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. A two-day hold is automatically applied to all Mobile Deposits. Oklahoma Central Credit Union may delay availability of funds from any deposit you make through the Services at any time in our sole discretion, including due to any concern we may have regarding our ability to collect based upon any check image that you present. Mobile Deposits confirmed as received before close of business on a business day will be credited to your account within 24 hours of receipt but may not be available for use. Deposits confirmed received after close of business, and deposits confirmed received on holidays or days that are not business days will be

credited to your account within 24 hours of the following business day but may not be available for use. Any dishonored item is subject to a fee according to the Fee Schedule at the time of the return.

- 16. Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone to 918-664-6000 or 800-444-6228 along with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.
- 17. Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.
- In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and Our technology partners, inclusive of, but not limited to, Digital Insight and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.
- 18. Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.
- 19. Hardware and Software.** You understand and agree that you are required to indemnify Our technology partners, including but not limited to Digital Insight (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, 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 fees and expenses, arising from such claims, to the extent such claim is related to Oklahoma Central Credit Union or End User's use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.
- 20. Errors.** You agree to notify Oklahoma Central Credit Union of any suspected errors regarding items deposited through the Services right away and in no event later than 60 calendar days after the applicable Oklahoma Central Credit Union statement is sent. Unless you notify Oklahoma Central Credit Union within 60 calendar days, such statement regarding all transactions made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Oklahoma Central Credit Union for such alleged error.
- 21. DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY MOBILE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS

AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY MOBILE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY MOBILE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY MOBILE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

- 22. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, 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 USE OF ANY MOBILE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.
- 23. Financial Information.** You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking Services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your account and credit history from time to time.