



## MOBILE REMOTE DEPOSIT CAPTURE USER AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THE R BANK MOBILE DEPOSIT SERVICES.

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of R Bank Mobile Check Deposit and/or other remote deposit capture services that R Bank or its affiliates ("R Bank", "us," or "we") may provide to you ("you," "your" or "Customer"). "Account" or "accounts" means your accounts at R Bank. "Business days" means Monday through Friday, and holidays are not included.

Mobile Deposit (the "Services") is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your mobile device. After you login to Mobile Banking, you may apply for the Mobile Deposit Services.

**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 email, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, R Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. In addition, you provide R Bank with your express consent permitting us to contact you as necessary to provide the Services (including push notifications to your mobile device). Such activities may include, but are not limited to, providing account alerts, confirming account activity, confirming mobile remote capture deposits, undertaking fraud prevention, servicing, advertising, or for any other purpose as provided in this Agreement. You also provide your express consent to receive advertising messages from unaffiliated third parties that may be included in the Services or messages we may send to your mobile device. You agree to receive such unaffiliated third party advertisements even if you mobile device is registered on any federal or state do-not-call registry.

**Relation to Other Agreements.** Your use of the Services is also governed by your Bank Services Agreement or Commercial Bank Services Agreement. When you link an Account to the Services, you do not change any other agreements you already have with us for that Account. You should review your Account agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an Account via the Services. In the event of inconsistency between a provision of this Agreement and any of the other R Bank agreements applicable to your Accounts, or any other law or regulation, which permits waiver or modification by agreement, the provisions of this Agreement shall prevail, but only to the extent of the inconsistency.

In addition, you understand and agree you are still subject to the terms and conditions of any agreement you have with any unaffiliated third-party service providers, including, but not limited to your mobile service provider (e.g. AT&T, Verizon, Sprint, T-Mobile, etc.) or any third-party provider of or

marketplace for the Services (e.g. Apple, Inc., or Google, Inc. (Android)), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact your use of the Services (e.g. data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only your mobile service provider is responsible for the performance and operation of its products and services, including your mobile device and the mobile service provider's own network. You agree to resolve any problems with your mobile service provider without involving R Bank, Apple, Inc. or Google, Inc. (Android). You must comply with applicable third party terms when using the Services (e.g. you cannot be in violation of your wireless provider agreement when using the Service.)

**Information Regarding Mobile Deposit Services.** For the purposes of this section and other provisions relating to the Services, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check21 Act. If you have met, in our sole discretion, the conditions we have established for use of Services to make deposits via Electronic Images, we will provide for acceptance for deposit to your account(s) the Electronic Images of Original Checks for collection as allowed under this Agreement and the Documentation.

By depositing Electronic Images with the R Bank via the Services, you give us the same warranties and indemnities that we, as a reconvert bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the Uniform Commercial Code ("UCC"), as applicable from time to time in the State of Texas, shall also apply to any Electronic Image of an Original Check the same as if such Electronic Image or Substitute Check were a paper check within the meaning of the UCC as adopted by the State of Texas ("Texas UCC"). Accordingly, except to the extent that any warranties deemed given under the Texas UCC are expressly superseded by the Check 21 Act or the Check 21 regulations, you understand that you are deemed to give us all the same warranties you would have given under the Texas UCC for the deposit of an Original Check by transferring to us: (a) any Substitute Check; (b) an IRD or other item purporting to be a Substitute Check; or (c) any Electronic Image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check.

In addition to the other warranties listed in this Agreement, such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- You warrant that the Electronic Image that we convert to a Substitute Check meets the requirements described in § 229.51(a)(1) - (2) of the Check 21 Regulation (found at 12 CFR § 229.51(a)(1) - (2)) for legal equivalence
- And your warranty given above is deemed given to us and any other person, company or bank to which we transfer, present or return the Substitute Check or a paper or electronic representation of the Substitute Check

The above warranties are deemed given to R Bank and any person, company or bank to which R Bank transfers, presents or returns any of the Images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by R Bank or any subsequent bank receiving a copy of such image. Customer represents that it shall permit no third parties to use the Services to deposit Original Checks to Customer's Account.

**Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time that you may make via the Services. 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. The current daily dollar limit and monthly dollar limit are set in the R Bank's sole discretion and you will be informed of such limits upon R Bank approving and activating the Services for you. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may vary for users of other services.

**Eligible Items.** You agree to scan and deposit only "checks" (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand) as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to R Bank 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.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity 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.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by R Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your R Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

**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. The image quality must 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.

**Endorsements and Procedures.** All checks submitted through the Services must be properly endorsed by Customer prior to transmittal. Endorsements must be made on the back of the share draft or check within 1<sup>1</sup>/<sub>2</sub> inches from the top edge, although we may accept endorsements outside this space. If your endorsement does not include your signature and the phrase "via mobile deposit" as well as the restrictive endorsement verbiage "For deposit only, account # \_\_\_\_\_ ", R Bank retains right of refusal to accept the item for deposit. You agree to follow any and all other procedures and instructions for use of the Services as R Bank may establish from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. R Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check. (Both payees MUST be joint owners on the deposit account.)

**Receipt of Deposit.** Electronic Images shall be deemed received by us for deposit based upon time of receipt as well as successful receipt of Electronic Images that are complete, usable, and adhere to the standards discussed above. If any Electronic Image is not complete, is not usable, or does not adhere to the Standards, the Electronic Image may not be processed by us, in which event your deposit will be adjusted and notification provided. You understand we will process only your Electronic Images that comply with the standards discussed above and are Sufficient Image Copies, and we will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 framework. The daily cut-off time for Mobile Deposit Services deposits is 5:00 p.m. CST. Such daily cut-off times may be adjusted by R Bank in its sole discretion from time to time upon notice to you. If the deposits are not received by the end-of-day cutoff time, R Bank will not guarantee that deposits will be processed that day. R Bank may accept these deposits and they will be processed on R Bank's next Business Day. R Bank shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Regulation CC and the Uniform Commercial Code. The availability of funds for deposits via the Services is set forth in this Agreement.

In general all images processed for deposit through Mobile Deposit Services will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. Any confirmation from us that we have received the image does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We will notify you of rejected images via email. We are not responsible for items we do not receive or for images that are dropped during transmission. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

**Retention and Security Of Original checks.** After you receive confirmation that we have received an image, you must securely store the original check for 30 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 3 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. Promptly after such period expires, 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 that renders the

original check unusable or otherwise unreadable. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Returned Deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit 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 approval, you shall not attempt to deposit 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.

**User Warranties.** You make the following warranties and representations with respect to each image:

- You will only transmit eligible items.
- You will not re-deposit or re-present the original item.
- 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 agree to indemnify and hold harmless R Bank from any loss for breach of this warranty provision.
- 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 deposit or otherwise endorse to a third party the original check and no 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 person 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 party will submit the original check for payment.

With respect to each image, you make to us 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.

**Compliance with Law.** You will use Mobile Deposit 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, including the sanctions laws administered by OFAC and the Bank Secrecy Act.

**Mobile Deposit Unavailability.** When using the Services, you may experience technical or other difficulties. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches, via mail, night depository or teller transaction. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. 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 to you.

**Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software, including mobile apps, as specified by R Bank from time to time. See our website [www.rbanktexas.com](http://www.rbanktexas.com) for current hardware and software specifications. R Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**Fees.** A fee may be charged for the Service. You are responsible for paying the fee for the use of the Service. Any fee that is charged will be disclosed prior to your deposit. R Bank may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize R Bank to deduct any such fees from any R Bank account in your name. Fees will not be charged during the free trial period or other promotional campaigns.

**Funds Availability.** For purposes of funds availability, Mobile Deposits are considered deposited at a branch or ATM of this financial institution. Mobile Deposits confirmed as received before close of business on a business day will be credited to your account within 24 hours of receipt. 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. Funds will be available as described in our [Funds Availability Disclosure](#).

In some cases, however, we will not make all of the funds that you deposit via the Services available to you in accordance with our regular funds availability schedule. If we are not going to make all of the funds from your deposit available to you in accordance with our funds availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than the limit allowed by R Bank on any one day

- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment

The availability of funds you deposit via the Services may also be delayed for a variety of additional reasons as determined in R Bank's sole discretion, including, but not limited to:

- We believe a check you deposit is a duplicate image
- You deposit checks totaling more than any applicable per item limit, daily dollar amount limit, monthly item limit or any other limitations on your the Services that R Bank may impose
- We exercise our rights to investigate any unusual or suspicious Mobile Deposit items as determined in R Bank's sole discretion

We will generally notify you if we delay your ability to withdraw funds for any of these or other reasons, and we will attempt to tell you when such funds will be available. If you will need the funds from a deposit via the Services, you should contact us to inquire when the funds will be available.

**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 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.

**Customer Service.** R Bank and any of its third party service providers are the developers of these Services. If you have any questions, complaints or claims with respect to the Service, you may contact R Bank by phone at 512-600-8100, e-mailing us at [customerservice@rbanktexas.com](mailto:customerservice@rbanktexas.com), or writing to us at this address: 1900 Round Rock Avenue, Round Rock TX 78681.

**Your Responsibilities; Intellectual Property Rights.** 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 third party technology providers, including, 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.

**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 Services for any

unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Bank Services Agreement, Commercial Bank Services Agreement or any other agreement with us.

**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.

You understand and agree that you are required to indemnify our third party technology providers, including but not limited to 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 to 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 R Bank or your 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.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY SERVICES 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 OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY OF THE SERVICES 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 OF THE SERVICES OR 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 USE OF ANY REMOTE 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.

**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 Services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.