

“SnapDeposit” REMOTE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT

Effective: June 2024

In this Disclosure, the words “I,” “me,” “my,” “us” and “our” mean the member that applied for and/or uses any of the SnapDeposit (“SnapDeposit”, “Mobile Deposit” or “Remote Deposit Capture”) - Remote Deposit Capture Services (the “Services”) described in this Remote Deposit Capture Services Disclosure and Agreement (“Disclosure”). The words “you,” “your,” and “yours” mean Rave Financial Credit Union. Any other Account(s) agreements you have entered into with Rave Financial Credit Union are incorporated by reference and made a part of this Disclosure. This means that you have to abide by the terms and conditions of your accounts at Rave Financial Credit Union as well as this Disclosure. In the event of a discrepancy between this Disclosure and any other agreement you have entered into with Rave Financial Credit Union, this Disclosure will control.

Services: Following my acceptance of this Disclosure and my eligibility as determined by you in your sole discretion, I am authorized by you to remotely deposit paper checks through the SnapDeposit application on your mobile banking app. 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.

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.

Acceptance of these Disclosures: My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure, as amended over time in your sole discretion. My use of the Services constitutes my acceptance of this Disclosure. This Disclosure is subject to change from time to time in your sole discretion. My continued use of the Services indicates my acceptance of this Disclosure. You reserve the right, in your sole discretion, to change, modify, add or remove portions from the Services. My continued use of the Services indicates my acceptance of any such changes to the Services.

Limitations of Services: When using the Services, I understand that I may experience technical or other difficulties. I agree that you shall not be responsible for any technical or other difficulties or any resulting damages that I may incur. I understand and agree that some of the Services have qualification requirements, and you reserve the right to change the qualifications at any time without prior notice in your sole discretion. I understand and agree that you reserve the right to change, suspend or discontinue the Services, in whole or in part, or my use of the Services, in whole or in part, immediately and at any time without prior notice to me in your sole discretion.

Joint Accounts: I understand and agree that to the extent permitted under applicable law each owner of an Account is jointly and severally responsible for all Mobile Deposit transactions that affect that Account.

Eligibility: I understand that the Services may be subject to product eligibility. Certain products are not eligible, such as new Accounts.

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 Rave Financial 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 Rave Financial Credit Union enforcing this Guarantee. This Guarantee shall inure to the benefit Rave Financial Credit Union and its successors and assigns.

My Responsibility: I am solely responsible for the quality, completeness, accuracy, validity and integrity of the check. I am solely responsible if I, intentionally or unintentionally, submit fraudulent, incorrect or illegible checks to you or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable checks to you.

Compliance with Law: I agree to use the 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 DISCLOSURE.**

Check Requirements: The Services are designed to allow you to make deposits to your Account from your camera enabled mobile device capable of capturing check images and information and electronically delivering the check image and associated deposit information to Rave Financial Credit Union or Rave Financial Credit Union's designated processor. 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 Rave Financial 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.

I understand and agree that there are some checks that I cannot deposit. These can include:

- Checks payable to any person or entity other than me.
- Checks written off of any account that I own or I am a signor on.
- Checks containing any alteration of which I know or should have known or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
- Any checks that are not in original form with a signature, such as substitute checks or remotely created checks.
- Checks that are stale dated, dated prior to the date of deposit as determined by applicable law.
- Checks that are post-dated, display a future date.
- Checks written off an account at a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks that are otherwise not acceptable under the terms of my Account.
- Checks or items previously converted to a substitute check.
- Money orders and travelers checks.
- American Express® Gift Cheques.
- Savings bonds.
- Checks that require authorization.
- Checks from a closed account at another financial institution.
- Checks or items that are incomplete.
- eChecks - checks printed using a personal home printer.
- Fiduciary checks - any checks where the designated payee is an individual acting on behalf of another person.

I understand and agree that any Check that I attempt to deposit using Mobile Deposit is subject to verification by you. You may reject an item for deposit for any reason and will not be liable to me for doing so. In such a case, I will need to deposit the item using other means, such as visiting one of your experience centers.

Receipt of Items: You reserve the right to reject any item transmitted through the Services, at your sole discretion, without liability to me. You are not responsible for items you do not receive or for check images that are dropped during transmission. An image of an item shall be deemed received when I receive a confirmation from you that you have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Processing and/or transmission errors can occur after you acknowledge receipt that may impact transaction completion.

Disposal of Transmitted Items: After I receive confirmation that you have received an image, and once I receive full credit for the check, I 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. Shredding it is one way to destroy it. Destroying the check prevents it from being presented for deposit another time. I will be liable for checks that are presented more than once. After destruction of the original check, the image will be the sole evidence of the original check. I agree that I will never re-present the original check. I understand that I am responsible if anyone is asked to make a payment based on an original check that has already been paid.

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. Any credit to my Account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee financial institution, or are rejected or returned by a clearing agent or collecting financial institution, for any reason, including, but not limited to, issues relating to the quality of the image, I agree that an original check will not be returned to me, but that you may charge back the amount of the original check and provide me with an image of the original check, a paper reproduction of the original check or a substitute check. I will reimburse you for all loss, cost, damage or expense caused by or relating to the processing of the returned item including, but not limited to, any attorney fees incurred. Without your approval, I shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to me. 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.

Right of Setoff: You may debit any of my Accounts with you to obtain payment for any item that has been rejected or returned, for any adjustment related to such item for any warranty claim related to such item (whether or not the rejection, return, adjustment or warranty claim was made timely), or for any other amounts owed to you under the terms of this Disclosure.

Mobile Deposit Security: I will complete each deposit promptly. If I am unable to complete my deposit promptly, I will ensure that my mobile device remains securely in my possession until the deposit has been completed. It is my responsibility to establish and maintain procedures to safeguard against unauthorized deposits. I will notify you immediately if I learn of any loss or theft of original checks. I will ensure the safety and integrity of original checks from the time of receipt until the time of destruction.

Deposit Limits: You reserve the right to impose limits on the amount(s) and/or number of deposits that I transmit using the Services and to modify such limits from time to time in your sole discretion. Unless otherwise specified by you, changes to such limits shall be effective immediately. These limits may change from time to time without notice to me in your sole discretion. If you attempt to initiate a deposit in excess of these limits, you will reject my deposit. If you permit me to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Disclosure, and you will not be obligated to allow such a deposit at other times.

Hardware and Software: In order to use the Services, I must obtain and maintain, at my expense, compatible hardware and software as specified by you from time to time. You are not responsible for any third-party software I may need to use the Services. Any such software is accepted by me as is and is subject to the terms and conditions of the software agreement I enter into directly with the third-party software provider at time of download and installation.

Ownership and License: I agree that you retain all ownership and proprietary rights in the Services, associated content, technology and website(s). My use of the Services is subject to and conditioned upon my complete compliance with this Disclosure. Without limiting the effect of the foregoing, you may immediately terminate my right to use the Services upon any breach of this Disclosure. Without limiting the restriction of the foregoing, I may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to your business interest, or (iii) to your actual or potential economic disadvantage in any aspect.

In addition, I agree that I will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Services, copy or reproduce all or any part of the technology or Services; or interfere, or attempt to interfere, with the technology or Services. You and your technology partners retain all rights, title and interests in and to the Services, software and development made available to me.

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 Rave Financial Credit Union, any time my account is no longer in good standing as defined by Rave Financial 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 ITMS/ATMs, or mail it to you at Rave Financial 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: Rave Financial 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.

Rave Financial Credit Union Operating Hours and Contact Information:

Experience Centers: Please view www.bankwithrave.com for a complete list of experience center hours and locations.

Contact Center:

(409) 892-1111 or (800) 892-1111

8:00 am – 5:30 pm Monday-Thursday

8:00 am – 6:00 pm Friday

8:30 am – Noon Saturday

Rave Video Banking:

8:30 am – 5:30 pm Monday-Thursday

8:30 am – 6:00 pm Friday

Mailing Address:

Rave Financial Credit Union

PO Box 12849

Beaumont, TX 77726-2849

Email address: SnapDeposit@bankwithrave.com

DISCLAIMER OF WARRANTIES: MY USE OF ANY REMOTE BANKING SERVICE (INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT) AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT MY RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. YOU MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE (TO INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT) WILL MEET MY REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY: I UNDERSTAND AND AGREE THAT YOU WILL NOT BE LIABLE FOR ANY 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 ME 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 (INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT), REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR

OTHERWISE), EVEN IF I HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Accountholder's Indemnification Obligation: I UNDERSTAND AND AGREE THAT I AM REQUIRED TO INDEMNIFY US AND HOLD YOU HARMLESS AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES ARISING FROM MY USE OF THE SERVICES AND/OR BREACH OF THIS DISCLOSURE (INCLUDING, BUT NOT LIMITED TO, ANY BREACH OF THE WARRANTIES, REPRESENTATIONS, OR OBLIGATIONS CONTAINED IN THIS DISCLOSURE). I UNDERSTAND AND AGREE THAT THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS DISCLOSURE.

User warranties and indemnification: I warrant to you that:

- I will only transmit items that are properly endorsed.
- I will only transmit eligible items.
- Images will meet the image quality standards.
- I will not transmit duplicate items.
- I will not deposit or re-present or allow re-presentation of the original item.
- All information you provide to you is accurate and true.
- I will comply with this Disclosure and all applicable rules, laws and regulations.

I AGREE TO INDEMNIFY AND YOU HOLD HARMLESS FROM ANY LOSS FOR BREACH OF THIS WARRANTY PROVISION.

Cooperation with Investigations: I agree to cooperate with you in the investigation of unusual transactions, 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 Service in my possession and my records relating to such items and transmissions.

Funds Availability: I agree that items transmitted using the Services are not subject to either the funds availability requirements of Federal Reserve Board Regulation CC or your funds availability schedule contained in your disclosures. I understand that this is your general funds availability schedule for the Services:

If I submit my deposit within the below time frames:	Up to \$225 is available:	Remaining funds of deposits:
Monday – Friday, prior to 5:00 CT	Next Business Day	Second Business Day
Monday – Friday, prior to 5:00 CT	Second Business Day	Second Business Day
Saturday-Sunday	Second Business Day	Second Business Day
Federal Holiday	Second Business Day	Second Business Day

I will only receive one (1) \$225 credit per Business Day, even if I deposit more than one (1) check using the Services.

I understand that you may have different rules for new accounts. You may release the first \$225 and put the remainder on a 9-day, or longer, hold if it is a new account.

After I deposit a check, you can place an extended hold on my deposited funds.