

MOBILE DEPOSIT USER AGREEMENT

Welcome to Southwest Louisiana Credit Union's Mobile Deposit Service. This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Southwest Louisiana Credit Union's Mobile Deposit Services that Southwest Louisiana Credit Union ("Credit Union", "us", "our" or "we") may provide to you ("you" or "User"). Other agreements you have entered into with the Credit Union, as applicable to your Credit Union accounts, are incorporated by reference and made a part of this Agreement, including the Online Banking Agreement.

Please be aware that you must apply and receive approval to use this Service. You authorize us to review your credit report in connection with your application for the Service and from time to time in the future for as long as you remain a user of the Service. If your application is approved, this Service allows you to use your own computer imaging equipment to scan certain paper checks and electronically transmit the image over the Internet to us for deposit into a designated credit union account (a "remote deposit"). We will use these images to create Substitute Checks for the presentment to the paying financial institutions or we may, in our sole discretion, choose to transmit images to the payor institution through other credit union channels. Please read this Agreement carefully. By using this Service, you authorize us to take all actions necessary to provide the Service and you agree to the following terms and conditions. You additionally agree to be bound by applicable clearinghouse rules, operating circulars, and other check processing rules which we are bound, including the Federal Reserve Bank Operating Circular 3.

1. SERVICES

Southwest Louisiana Credit Union's services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the image and associated deposit information to Southwest Louisiana Credit Union or our designated processor.

2. ACCEPTANCE OF THESE TERMS

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Southwest Louisiana Credit Union 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 in any such changes to the Services.

3. 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 to you.

4. HARDWARE AND SOFTWARE

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Southwest Louisiana Credit Union. See www.swlacu.com for current specifications. Southwest Louisiana Credit Union 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 entered into directly with the third party software provider at the time of download and installation.

5. FEES

There are no fees for this Service at this time. Should Southwest Louisiana Credit Union elect to charge for this service, it would charge a per deposit item fee and you would be responsible for paying the fees for the use of the Service. Any fee that would be charged would be disclosed prior to your deposit. Southwest Louisiana Credit Union may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. Should it begin charging fees, you would be required to authorize Southwest Louisiana Credit Union to deduct such fees from the same credit union account as your mobile deposit.

6. ELIGIBLE TERMS

You agree to scan and deposit only "checks" as that term is defined by the Federal Reserve Regulation CC ("Reg CC"). When the image of the check transmitted to Southwest Louisiana Credit Union is converted to any image 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 the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which 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 payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg CC.
- Checks drawn on a financial institution 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 the Credit Union's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service through a remote deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at Southwest Louisiana Credit Union or any other financial institution.

7. ENDORSEMENTS AND PROCEDURES

You agree to restrictively endorse any item transmitted through the Services as "Mobile Deposit Only" with all signatures. You agree to follow any and all other procedures and instructions for use of the Services as Southwest Louisiana Credit Union may establish from time to time.

8. RECEIPT OF ITEMS

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items 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 Southwest Louisiana Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. 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 Credit Union is not liable for any loss, costs, or fees you may incur as a result of a chargeback of an ineligible item.

9. AVAILABILITY OF FUNDS

If you make a deposit through a mobile device or smartphone, before our cut-off time, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off time or on a day that is not a business day, we will consider the deposit as being made on the next business day we are open. Our cut-off time for all mobile deposits is 3:00p.m. Availability varies depending on the type of deposit, however, standard availability is the second business day. For example, if you deposit a check on a Monday at 2:45 PM, then on Wednesday, the total deposit will become available. If you make a mobile deposit at 3:01 PM or later on Monday, then the total deposit will not be available until Thursday.

Checks drawn on banks located outside the United States are not subject to this Availability Policy.

Message and data rates may apply. Please check with your communications service provider for access rates, texting charges and other applicable fees.

10. DISPOSAL OF TRANSMITTED ITEMS

Upon receipt of a confirmation from Southwest Louisiana Credit Union that we have received an image you have transmitted, you agree to prominently mark the time as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree never to represent the item. You agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to Southwest Louisiana Credit Union.

11. DEPOSIT LIMITS

We reserve the right to and may establish limits on the dollar amount and /or number of items or deposits 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.

12. PRESENTMENT

The manner in which the items are cleared, presented for payment and collected shall be in Southwest Louisiana Credit Union's sole discretion subject to the agreements governing your account.

13. ERRORS

You agree to notify Southwest Louisiana Credit Union of any suspected errors regarding items deposited through the Services immediately, and in no event later than 30 days after the applicable Southwest Louisiana Credit Union statement or e-statement is sent. Unless you notify Southwest Louisiana Credit Union within 30 days, such statement or e-statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Southwest Louisiana Credit Union for such alleged error.

14. ERRORS IN TRANSMISSION

By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Southwest Louisiana Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

15. IMAGE QUALITY

The image of an item transmitted to Southwest Louisiana Credit must be legible, as determined by the sole discretion of Southwest Louisiana Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Southwest Louisiana Credit Union, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

16. USER WARRANTIES AND INDEMNIFICATION

You warrant to Southwest Louisiana Credit Union that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Southwest Louisiana Credit Union is accurate and true.
- 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 Southwest Louisiana Credit Union from any loss for breach of this warranty provision.

17. COOPERATION WITH INVESTIGATIONS

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

18. TERMINATION

We may terminate this Agreement at any time, for any reason, or without notice. 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 account agreement or any other agreement with us.

19. ENFORCEABILITY

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law

20. OWNERSHIP AND LICENSE

You agree that Southwest Louisiana Credit Union retains all ownership and proprietary rights in the Services, associated content, technology and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Southwest Louisiana Credit Union's business interest, or (iii) to Southwest Louisiana Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

21. DISCLAIMER OF WARRANTIES

YOU AGREE YOUR USE OF THE 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 THE SERVICES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE AND RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF SOUTHWEST LOUISIANA CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.