

ENERGY CAPITAL CREDIT UNION VIRTUAL BRANCH SERVICE AGREEMENT AND DISCLOSURE

This Energy Capital Credit Union ("Energy Capital") Service Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Energy Capital Credit Union Virtual Branch Service offered to you by Energy Capital Credit Union. The Energy Capital Credit Union Virtual Branch Service permits you to electronically initiate account transactions involving your accounts and communicate with Energy Capital Credit Union. This Agreement and Disclosure describes the Electronic Funds Transfer (EFT) services and the terms for using them. Please read and retain with your records.

In this Agreement, the words "you", "your" and "yours" mean those who request and use the Energy Capital Credit Union Virtual Branch Service, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean Energy Capital Credit Union. The word "account" means any one or more accounts you have with Energy Capital Credit Union. By requesting and using the Energy Capital Credit Union Virtual Branch Service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

Energy Capital Credit Union Virtual branch service. Our Internet address is <http://www.eccu.net/>

Account Access. Once we enroll you for the Energy Capital Credit Union Virtual Branch Service, you may use your personal computer or mobile device to access your accounts. You must use your Personal Identification Number (PIN) to access your accounts. The Energy Capital Credit Union Virtual Branch Service is normally accessible seven (7) days a week, twenty-four (24) hours a day with the exception of short periods for scheduled maintenance and/or upgrades. Use of this service requires a personal computer or approved mobile device connected through an Internet or mobile service provider and with a web browser, direct dial modem and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of any software and your computer. Energy Capital Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer. If you are not personally enrolled in our Bill Payment Service, you may enroll by submitting the separate Bill Payment Registration.

Types of Transactions. At the present time, you may use the Energy Capital Credit union Virtual branch Service to:

- * Transfer funds between your checking, savings and loan accounts.
- * Transfer funds to accounts of other Member Accounts you authorize for any of your accounts.
- * Review account balances, transaction history and tax information for any of your checking, savings or loan accounts.
- * Download your account information to financial management software programs like

Quicken® or Microsoft® Money.

* Make bill payments to a person or business (payee), review bill payment history and make scheduled bill payment changes if you have separately applied for the Bill Payment Service.

* Conduct other transactions permitted by Energy Capital Credit union.

* Communicate with Energy Capital Credit union using the secure Communications Center.

Mobile Banking transactions are currently limited to: viewing balances, transferring funds and paying bills.

Transactions involving your accounts, including checking account stop payment requests, will be subject to the terms of your account agreement and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

Transfer and Service Limitations. The following limitations on Energy Capital Credit Union Virtual Branch Service transactions may apply in using the services listed above.

A. Transfers. There is no limit on the number of transfers from your savings accounts if they are made in person by ATM, or by mail. However, transfers from savings accounts will be limited to a total of six (6) in any one month. Federal Regulations limit transfers from your savings accounts to no more than six (6) transfers per calendar month if the transfer is to another of your Energy Capital Credit Union accounts or to a third party by means of pre-authorized, automatic, telephonic, POS transaction or internet instruction. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your Account or Loan Agreements. Energy Capital Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

B. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to our Funds Availability Policy.

C. E-Mail and Secure Messaging. You may use secure messaging in the Communications Center or e-mail to send messages to us. Messaging may not, however, be used to initiate a transfer on your account, a PIN change or a stop payment request. We may not immediately receive your message communications that you send and we will not take action based on secure messaging or e-mail requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact Energy Capital Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call Energy Capital Credit Union at the telephone number set forth in the Liability for Unauthorized Access section.

SECURITY OF ACCESS CODE. Access to your accounts requires utilization of a Personal Identification Number (PIN) and constitutes your access code ("Access Code"). Your Access Code is confidential and issued only to you. Your Access Code should not be disclosed to third parties or recorded. You are responsible for safekeeping your Access Code. You may change your Access Code at any time. You agree not to disclose or otherwise make your Access Code available to anyone not authorized to sign on your accounts. If you disclose your Access Code to another person, whether it is intentional, accidental, or negligent action, you are responsible for any such action. If you fail to maintain the security of the Access Code and Energy Capital Credit Union suffers a loss, we may terminate your Energy Capital Credit Union Virtual Branch Service and account services immediately.

LIABILITY FOR UNAUTHORIZED ACCESS. You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use the Energy Capital Credit Union Virtual Branch Service or your Access Code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code or accessed your accounts through the Energy Capital Credit Union Virtual Branch Service without your authorization. Telephoning is the best way of keeping your possible losses down.

Also, if your statement shows Energy Capital Credit Union Virtual Branch Service transfers that you did not make, tell us at once. If you do not tell us within thirty (30) days after the statement was mailed to you, you may not get back any money lost after the thirty days (30) if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that unauthorized access has occurred or someone has used your Access Code or has transferred or may transfer money from your account without your permission, call Energy Capital Credit Union at: (832)604-4848 or (800) 899-5626 or write Energy Capital Credit Union at:

Energy Capital Credit Union
18540 Northwest freeway
Houston, TX 77065

BUSINESS DAYS. Our business days are Monday through Friday, excluding federal holidays.

FEES AND CHARGES. There are no charges for using Energy Capital Credit Union Virtual Branch and Bill Payment Services, however any fees applicable to your accounts with Energy Capital Credit Union as set forth on Energy Capital Credit Union's Service Fee Schedule will apply. From time to time, the charges may be changed. If you request a transfer from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

MONTHLY STATEMENTS. Transfers, withdrawals and bill payments transacted through the Energy Capital Credit Union Virtual Branch Service will be recorded on your monthly statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. Additionally, through the Energy Capital Credit Union Virtual Branch Service, you can view all your recent share savings and checking transaction activity at any time.

ACCOUNT INFORMATION DISCLOSURE. We will disclose information to third parties about your account or the transfers you make:

- * As necessary to complete transfers and bill payments.
- * To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant.
- * To comply with government agency or court orders.
- * If you give us your written permission.
- * As otherwise permitted by law.

Energy Capital Credit Union'S LIABILITY FOR FAILURE TO MAKE TRANSFERS. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, Energy Capital Credit Union will not be liable:

- * If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- * If you used the wrong access code or you have not properly followed any applicable computer, Internet Access or Energy Capital Credit Union user instructions for making transfer and bill payment transactions.
- * If your computer fails or malfunctions or the Energy Capital Credit Union Virtual Branch Service was not properly working and such problem should have been apparent when you attempted such transaction.
- * If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- * If the funds in your account are subject to an administrative hold, legal process, such as garnishment, levy, attachment or other claim.
- * If you have not given Energy Capital Credit Union complete, correct and current instructions so Energy Capital Credit Union can process a transfer or bill payment.
- * If the error was caused by a system beyond Energy Capital Credit Union's control, such as your Internet Service Provider.
- * If you fail to notify us of any inaccuracy in any merchant list that has been set up on your account or if you receive notice from a merchant or institution that any payment you have made through the Bill Payment Service remains unpaid and you fail to notify us promptly of that fact.
- * If the payee was a merchant or institution that you are not permitted to designate.

TERMINATION OF Energy Capital Credit Union Virtual Branch Service. We may terminate this Agreement and your use of the Energy Capital Credit Union Virtual Branch Service if you or any authorized user of your account or Access Code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or Access Code. Energy Capital Credit Union also reserves the right to terminate access to Bill Payment after ninety (90) days of inactivity and Tellernet after one hundred eighty (180) days of inactivity.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective two business days following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

NOTICES. Energy Capital Credit Union reserves the right to change the terms and conditions upon which this service is offered. Energy Capital Credit Union will mail notice to you before the effective date of any change, as required by law. Use of the Energy Capital Credit Union Virtual Branch Service is subject to existing regulations governing your accounts and any future changes to those regulations.

BILLING ERRORS. In case of errors or questions about your Energy Capital Credit Union Virtual Branch Service transactions, telephone us at the phone number or write to us at the address set forth above in the Liability for Unauthorized Access section as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- * Tell us your name and account number.
- * Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing. We will determine whether an error occurred within ten (14) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (60) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (14) business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (7) business days, we may not credit your account.

We will tell you the results within three (7) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty-five (45) calendar days.

Energy Capital Credit Union Mobile Deposit Capture Agreement and Disclosure

This Agreement and Disclosure (“Agreement”) as amended from time to time sets forth the terms and conditions for Energy Capital Credit Union’s Mobile Deposit Capture Service which is available from Energy Capital Credit Union.

In this Agreement, the words “you”, “your” and “yours” refer to the Member who applies for or uses Energy Capital Credit Union’s Mobile Deposit Service. The words “we”, “us”, “our” and “Credit Union” refer to Energy Capital Credit Union.

This Agreement defines your rights and responsibilities and those of the Credit Union with respect to the Credit Union’s Mobile Deposit Capture Service (“Service”). Please read it carefully before using the Service.

I. Incorporation of Agreement & Disclosures

Your application for use of the Service, your notification of approval of your application, and the Credit Union’s Truth-in-Savings Agreement and Disclosure, the Electronic Funds Transfer Agreement and Disclosure, Funds Availability Policy, and the Schedule of Fees are by this reference are incorporated into the Agreement its entirety.

Both you and the Credit Union will be bound by this Agreement. You agree that this Agreement constitutes the final agreement between you and the Credit Union and supersedes any prior written and/or verbal statements. If there is a conflict between this Agreement and something said by one of our employees, you agree that this Agreement controls. If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

You understand that the agreements and rules and regulations applicable to your Account Agreements with the Credit Union remain in effect and continue to be applicable except as specifically modified by this Agreement.

Requesting, retaining, using or permitting another person to use the Service constitutes an acceptance by you of all the terms and conditions set forth in this Agreement and binds you to all the rules and regulations governing the use of the Service.

II. Definitions

Capitalized terms defined in this Agreement shall have the meanings indicated in this Agreement (including in Exhibit A).

Account

Your Share/Savings Account, Checking Account, and/or any other account you have with the Credit Union designed by you for use with the Service. The only types of accounts eligible to participate in the Service are S8, S9 and S12.

Account Agreements

The agreements and rules and regulations applicable to your Share/Savings Account, Checking Account, and any other account you have with the Credit Union (singularly an "Account Agreement")

Application

A delivery channel for various services, information, and other functions that can be added to an electronic device (iPad, or SmartPhone with camera).

Checks

A paper draft, other than a documentary draft, payable on demand and drawn on a bank (as defined under Article 3 of the Uniform Commercial Code) or a cashier's check or a teller's check. (singularly "Check")

Item

A Check, a Substitute Check and/or a document described in Paragraph IX as unacceptable for deposit using the Service.

Member

An individual signer on a Credit Union membership account.

Mobile Device

An electronic device that includes a cell phone, iPad, or SmartPhone with camera that allows an Application to be added.

Verified Item

Any Check that passes the verification process for the Service that includes, but is not limited, to verifying a date, payee, signature, payer name and address, payee endorsement, the MICR line, and other factors.

Non-Verified Item

An item that is rejected because it has not passed the validation process for the Service or does not meet the quality image described in the Agreement.

Service

The Mobile Deposit Capture Service provided by the Credit Union to members that uses a mobile device to electronically transmit a digital image of a paper check for deposit.

Substitute Check (a digital image)

A Check converted to a digital image that states it is a legal copy of your check and it can be used in the same way as an original check. A substitute check may be used as proof of payment just like the original check.

III The Service

A link to download the electronic application to use the Service will be automatically available in mobile banking for S8, S9 and S12 accounts at the Credit Union. Following your receipt from the Credit Union of notification approving your use of the Service, you are authorized to remotely deposit paper checks you receive to your Account with the Credit Union by electronically transmitting a digital image of the front and back of the paper check to the Credit Union. Both the Credit Union and you (Member) will comply with the terms and provisions of this Agreement with respect to the use of your Mobile Device and the performance of the Service.

IV. Implementation

The Member captures digital images of paper checks using the Application and a Mobile Device that meets the technical specifications acceptable to the Credit Union.

V. General Responsibilities

1. You shall maintain at least one S8, S9 and S12 account at the Credit Union for the receipt of deposits of digital images, which is a prerequisite to eligibility for participation in the Service, use of and continued use of the Service.
2. You will only submit digital images of Checks that meet the standards for image quality required by Regulation CC, or other standards established by law and the Credit Union in its Truth-in-Savings Agreement and Disclosure incorporated into this Agreement.
3. The Credit Union's processing of any Imaged Item(s) that does not meet the check validation process shall not constitute a waiver by the Credit Union of the check validation process or obligate it to process any such Non-Verified Item in the future.
4. The Credit Union may discontinue processing of Non-Verified Items at any time, without cause or prior notice to you.
5. You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with the Credit Union.
6. Notwithstanding the foregoing, we may redeposit any returned Substitute Check consistent with the terms of the Credit Union's Truth-in-Savings Agreement and Disclosure.

7. You will ensure that Checks are restrictively endorsed as follows:

- . FOR MOBILE DEPOSIT ONLY
- ACCOUNT NUMBER: xxxxxxxxxx
- ENERGY CAPITAL CREDIT UNION
- MEMBER'S SIGNATURE

8. You will handle, process, maintain and destroy original Checks as set forth in subparagraph 15 below.

9. You will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser) receives presentment or return of, or otherwise is charged for an Item more than once in any form

10. You will use the Service, including the entering, processing and transmittal of digital images, in accordance with this Agreement. In addition, you will provide, at your own expense, a Mobile Device required to use the Service (see Exhibit A).

11. You will provide, or obtain from another party selected by you at your expense, support and maintenance of such Mobile Device required to use the Service.

12. You shall be responsible for verifying the Credit Union's receipt of the Credit Union's transmission(s) by verifying that deposits have been posted to the appropriate Accounts, in addition to cooperating with the Credit Union upon request in any investigation and/or resolution of any unsuccessful or lost transmission.

13. You will ensure that the Mobile Device is operating properly, and inspect and verify the quality of images and ensure that the digital images of paper checks are legible for all posting and clearing purposes.

14. You shall exercising due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by the Credit Union or otherwise required for use of the Service and shall further prevent the use of the Service by unauthorized persons. You assume full responsibility for the monetary and/or non-monetary consequences, damages and/or losses relating to any missing information and/or data and/or unauthorized use of or access to the Service and/or disclosure of any confidential information or instructions by you.

15. You will retain each original Check and keep it in a safe and secure environment for such time is deemed commercially necessary and advisable, but not less than a minimum period of forty-five business (45) days after such Item has been converted to a digital image and processed.

16. You shall take appropriate security measures to store original Checks, and the information contained on such original Checks.

17. Upon a request from the Credit Union, you will promptly (within 5 business days) provide any retained original Check (or, if the original Check is no longer in existence, a legible copy of the front and back of the original Check) to us to aid in the clearing and

collection process to resolve claims by third parties with respect to any digital image or as the Credit Union otherwise deems necessary.

18. You will use a reasonable method which is consistent with any requirements of Regulation CC to destroy original Checks after the retention period has expired (see sub-paragraph 15 above).

19. You understand and agree that a digital image that is not paid by a payer financial institution, or is otherwise returned for any reason, will be returned to you and your Account will be charged for the amount of the Substitute Check plus any associated fee as disclosed in the Credit Union's Schedule of Fees

20. You acknowledge and agree that the Credit Union's legal and contractual right to charge your Account will apply without regard to whether the Substitute Check is timely returned to the Credit Union and/or whether there is any other claim or defense that the item has been improperly returned to the Credit Union.

21. You represent, agree and warrant to the Credit Union that (except as otherwise specifically disclosed in writing to the Credit Union) you are not now engaged, and will not during the term of this Agreement engage, in any business that would result in your being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations.

22. You represent, agree and warrant that you are not now engaged in and will not during the term of this Agreement engage in any activity directly or indirectly related to the use of the Service that is illegal or fraudulent.

VI. The Service

1. Your Account will be provisionally credited upon the Credit Union's acceptance of the digital image for deposit which is received by Energy Capital Credit Union from you through the Service.

2. You will create images of the front and back of Checks at your location by your use an Application for the Service and your Mobile Device with its built-in camera.

3. You will enter all amounts and any other required information correctly.

4. Upon receipt of the digital image we will review the image for acceptability.

5. You understand that in the event you receive notification from us confirming receipt of an image, such notification does not mean that the image contains no errors.

6. The Credit Union will maintain the appropriate Account to receive deposits and provide other specific information required by the Credit Union related to the Service.

7. As set forth in this Agreement, all deposits received by us are accepted subject to the Credit Union's verification and final inspection and may be rejected by us at our sole

discretion.

8. All deposits are subject to the terms of the Credit Union's Funds Availability Policy

VII. Business Day and Availability

Our business days are Monday through Friday, except Credit Union holidays. (collectively "Business Days," singularly a "Business Day"). Any deposits received after 10.00 A.M. CST on Monday through Friday will be processed the next business day *. Digital images received after 10.00 A.M. CST on Friday, all day Saturday and Sunday will be processed on the next Business Day.

*Subject to our Funds Availability Policy which can be viewed [here](#)

VIII. Transactions Limitations of the Service

1. One Check may be deposited at a time using the Service
2. A maximum of \$3,500 per Check applies to the Service
3. The total Check amount for all Checks deposited using the Service per day is \$3,500

IX. . Unacceptable Checks for Deposit Using the Service

1. Third-party Checks.
2. A Check in an amount over \$3,500.
3. A Check with an amount mismatch
4. Demo or Temporary Checks
5. Checks with qualified or conditional endorsements (for example: "payable to named party without recourse").
6. Checks payable to more than one individual where all payees are not signers on the Account (this includes government checks).
7. Any Check or document stamped "non-negotiable".
8. Bonds
9. Any document issued by a financial institution in a foreign country or in foreign currency.
10. Any Check or document that is "stale dated" or "postdated"
11. Any Check or document that is incomplete.
12. Any Check or document that contains evidence of alternation to the information on the Check and /or that appears to contain altered information
13. New Member- Checks that do not include the restrictive endorsement stated in VI, #7

X. Compliance with Law

You shall comply with all laws, rules, and regulations applicable to you, to the business and operation of the Credit Union, and to the Service, including, without limitation, Regulation CC, the Uniform Commercial Code and any rules established applicable to digital images. You shall have the responsibility to fulfill any compliance requirement or obligation that the Credit Union and/or you may have with respect to the Service under all applicable U.S. federal and state laws, regulations, and/or rulings, including sanction

laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as same may be amended from time to time.

XI. The Credit Union's Rights and Responsibilities

1. For all digital images processed by you pursuant to this Agreement, the digital images will be converted to Substitute Checks and presented for payment.
2. The Credit Union may in its sole discretion determine the manner of processing the digital images. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in this Agreement and as otherwise established by the Credit Union from time to time.
3. Unless otherwise agreed by you and us, the Credit Union will process any returned items in accordance with applicable law, this Agreement and the Credit Union's other Agreements and disclosures with you.
4. Subject to sub-paragraph 6 below, availability of credit from Items processed under this Agreement will be subject to the Credit Union's Funds Availability Policy, which may be amended without prior notice to you.
5. The Credit Union may at its sole option, with or without cause, at any time and from time to time, refuse to process any digital image. The Credit Union may from time to time establish exposure limitations and assign them to you.
6. In addition to any other rights the Credit Union may have as regards your Accounts, we may hold and use funds in any Account following termination of this Agreement for such time as the Credit Union reasonably determines that any Item processed by the Credit Union prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which the Credit Union may be responsible.
7. Without limitation, you recognize that under applicable law, including without limitation, the UCC, Regulation CC and rules and regulations governing digital images, the Credit Union's representations and warranties as regards Substitute Checks may expose the Credit Union to claims for several years following processing of the Substitute Check and you agree to indemnify and hold the Credit Union harmless therefrom, which indemnity and hold harmless agreement shall survive the termination of this Agreement.
8. The Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control (collectively a "Force Majeure").

9. In the event of a Force Majeure, you acknowledge that you may deposit directly with the Credit Union any original items for processing and presentment provided such original items have not been previously imaged and processed in connection with the Service.

10. The Credit Union may add, delete or change the features or functions of the Service, at any time and from time to time in its sole discretion. In such event, the Credit Union will notify you of the change as soon as reasonably practicable, which notice may be given electronically and before or after implementation of the change as determined by the Credit Union in its sole discretion.

XII. Unavailability of Service

You acknowledge that the Credit Union may cause the Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons determined by the Credit Union in its discretion. You further acknowledge that factors beyond the Credit Union's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to you. The Credit Union is not liable for any such delays and/or interruption of service. You may deposit original checks and other items to any Account at the Credit Union in person or in any other manner permitted by agreement between you and us, and we will use commercially reasonable efforts to make available procedures and facilities to enable you to do so if the Service is unavailable to you.

XIII. Processing Times

1. Transmissions processed after 10.00 A.M. CST on a Business Day as defined in Section VII, or on any day that is not a Business Day, are treated as occurring on the next Business Day.

2. Digital images processed for deposit through the Service will be deemed to have been received by the Credit Union for deposit at the time the Imaged Items are actually received and accepted at the location where the Credit Union posts the credit to the Account.

3. A deposit of a digital image will be deemed to have been received and accepted by the Credit Union for deposit when all of the following have occurred:

- a. the Credit Union has preliminarily verified that the image quality of the Imaged Items is acceptable to the Credit Union in its discretion;
- b. all digital image information is complete as determined by the Credit Union in its sole discretion;

c. the deposit totals are balanced to the Item information provided provided for the deposit as determined by the Credit Union in its sole discretion; and
d. the Credit Union has successfully performed the verification process with respect to the deposit.

4. Notwithstanding the foregoing, a digital image received by the Credit Union for deposit may be rejected by the Credit Union in the Credit Union's sole discretion.

5. Digital images will be processed by the Credit Union after the Credit Union receives all good digital images and associated data for any given transmission from you.

6. If a digital image is not accepted for deposit, the Member may then submit the original Check to the Credit Union for processing or contact the maker to reissue the Check.

7. If you submit the original Check for processing, the Credit Union reserves the right to refuse to process the Check for deposit and presentment to the payer financial Institution and may instead require you to have the maker reissue the Check.

XIV. Security Procedures

1. You are solely responsible for establishing, maintaining and following such security protocols as deemed necessary to ensure that digital images transmitted directly to the Credit Union are intact, secure and confidential until received by the Credit Union.

2. You shall comply with online instructions for using the Service by taking reasonable steps to safeguard the confidentiality and security of any Mobile Devices, and information provided in connection with the Service.

3. You shall limit access to any passwords and Mobile Devices to persons who have a need for such access, closely and regularly monitor the activities of those who access the Service; notify the Credit Union immediately if you have any reason to believe the security of confidentiality required by this provision has been or may be breached; and immediately change the password if you know or suspect the confidentiality of a password has been compromised in any way.

The security procedures provided for use of the Service are not designed for the detection of errors, including but not limited to, duplicate transmissions of digital images and/or errors in information provided to the Credit Union. The Credit Union is not obligated to detect and/or notify you of any such errors.

The Credit Union may deny access to the Service without prior notice if the Credit Union is unable to confirm any person's authority to the access the Service or if the Credit Union believes such action is necessary for security reasons.

4. You warrant each time digital images are transmitted using the Service that the Credit Union's security procedures are reasonable (based on the normal size, type, and frequency of transmissions).

5. You agree to be responsible for any transmission the Credit Union receives through this Service, even if it is not authorized by you, provided that the transmission a password or is otherwise processed by the Credit Union in accordance with the security procedures described in this Agreement.

XV. Member Representations and Warranties

You make the following representations and warranties with respect to each digital image processed by you pursuant to this Agreement:

1. The Item is a digital image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time you converted the Check to digital image;

2. The Imaged Item contains all endorsements of parties that previously negotiated and/or handled the Check in any form for forward collection or return; and

3 All encoding, transfer, presentment and other warranties that you made and the Credit Union is deemed to make under applicable law, including, without limitation, those under the UCC, Regulation CC and the rules and regulations governing Substitute Checks.

4 There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and you assume responsibility for any such duplicate presentment of any Check.

XVI. Fees

You will pay to the Credit Union all applicable fees listed on the Schedule of Fees incorporated into this Agreement and available to you by request or on our Web site, currently www.eccu.net. The Credit Union may increase, alter, add or otherwise change fees and other amounts payable by you under this Agreement upon thirty (30) days' notice, which notice, at the sole discretion of the Credit Union, may be given to you electronically or by posting the change in the Schedule of Fees posted on our web site, currently www.eccu.net. Fees may be automatically debited from your Account.

XVII. Periodic Statements

Any remote deposits made through the Service will be reflected on your monthly statement. You are responsible for obtaining and reviewing each monthly statement and

advising us in writing of any errors with the stated time periods found in your contractual agreements with us, including without limitation, this Agreement.

XVIII Indemnification

You agree to indemnify and hold harmless the Credit Union, its employees, officers, directors, insurers, successors and assigns of and against any and all claims, demands and/or losses, including reasonable attorneys' fees and out-of-pocket expenses resulting from your breach of your agreements representations, and/or warranties contained in this Agreement, including those in Paragraph XV hereof, and/or in any manner related to your use of the Service provided hereunder, which indemnity and hold harmless obligations shall survive the termination of this Agreement.

This Agreement is subject to and incorporates herein by reference the terms and conditions of the Truth-in-Savings Agreement and Disclosure, the Electronic Fund Transfer Agreement and Disclosure, the Account Agreement Disclosures, including billing error resolution relative to transactions appearing on your periodic Account statements. Please refer to the disclosures provided to you at Account opening. You may request a copy of such disclosures from us or go to our website, currently www.eccu.net, for the most recent version.

Exhibit A

Energy Capital Credit Union's Mobile Deposit Capture Service

The Credit Union's Mobile Deposit Capture Application works with a variety of supported mobile devices and utilizes the built-in camera for the capture of the Check images.

Agreement to the Agreement and Disclosure

By clicking the box below and use of the Credit Union's Mobile Deposit Capture Service, you agree to the terms and conditions of this Agreement.

ENFORCEMENT. You agree to be liable to Energy Capital Credit Union for any liability, loss or expense as provided in this Agreement that Energy Capital Credit Union incurs as a result of any dispute involving your accounts or services. You authorize Energy Capital Credit Union to deduct any such liability, loss or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, or any post-judgment collection actions, if applicable.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of where

you opened your account, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent any such law, regulation or rule may be modified by agreement between us.

Updated on 04/2018