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Mobile Banking, Mobile Bill Pay and Mobile Check Deposit (MCD) Terms and Conditions

River City FCU strives to provide members with the highest quality online Services, including **rcitymobile** Mobile Banking (“rcitymobile”), **rcityiPay** Mobile Bill Pay (“rcityiPay”) and Mobile Check Deposit (MCD). By enrolling in any of these Services, you agree to all the terms and conditions contained in this Agreement and Disclosure (the “Agreement”).

We may offer additional online or electronic service(s) and features from time to time. Any added service(s) and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service(s) or feature is added and/or at the time of enrollment for the feature or service if applicable. These terms and conditions may be modified or cancelled from time to time without notice, except as required by law.

AGREEMENT

This Agreement contains the terms that govern the use of rcitymobile, rcityiPay mobile and/or Mobile Check Deposit. You may use any of these service(s) to access your accounts through a Smart Device. By using of these services to access an account(s), you are agreeing to the terms of this Agreement, which supplements the terms and agreements of your account(s) to which you have previously agreed. Examples of accounts that you may elect to access include deposit accounts and loan accounts.

To your knowledge, there are no present defaults under any agreements that govern your account(s) at River City FCU, including but not limited to the Account Agreement and the Membership Application. You understand and agree that this does not constitute a legal renewal of any existing agreement. Except as may be specifically modified hereby, any existing agreements governing your account(s) at River City FCU shall remain in full force and in effect, independent of any transactions you may conduct.

You hereby authorize anyone to whom you give your login information to make withdrawals or perform other transactions or requests on any account(s) accessible through rcitymobile, rcityiPay mobile and/or Mobile Check Deposit. You further understand and agree that you are responsible for all transactions and that this authorization shall control any agreement you have with River City FCU. For more information on these services, refer to the Account Information Disclosure that you received upon account opening.

Failure of any or all of these services due to natural disaster including but not limited to fire, earthquake, flood, any failure or delay of transportation, power, communications system or similar circumstance beyond our control will not be the liability of River City FCU or our service providers.

You may occasionally receive emails or calls from River City FCU regarding specific offers. However, no River City FCU employee or affiliated company will contact you via email, phone or other messaging system to request your account number, ID, PIN, pass code or other personal identifying information. If you are contacted by anyone requesting this information, please notify us immediately.

THIRD PARTY LINKS

River City FCU may establish links between our service(s) and other services operated by third parties. We are not responsible for contents therein and assume no control over other such service(s). These terms and conditions may be modified, changed or altered at any time without prior notice. It is the responsibility of you, the user, to review this agreement regularly. Your continued use of service(s) following any such changes, modifications or alterations shall constitute your acceptance of such.

YOUR RESPONSIBILITY

Under this agreement, you attest that you are the legal owner of the financial information accessible to you via rcitymobile, rcityiPay mobile and/or Mobile Check Deposit (MCD). You also agree that all information that you have provided to be used in connection with these services is accurate, current and complete, and that you have the authority to provide such information to us for the purpose of using one or more service(s). You agree not to misrepresent your identity and to keep your personal information current and accurate.

MOBILE BANKING

The promotional name for River City FCU's Mobile Banking Service is **rcitymobile**. Designed specifically for smart phones and similar devices, the mobile banking application is a customized app. This personal financial management service will allow you to access your River City FCU account information.

By accessing and/or using this service, or by authorizing others to use it, you agree to the following terms and conditions of the service. In addition, you continue to remain subject to any terms and conditions of any existing agreements with any unaffiliated service providers such as AT&T, Verizon, or similar mobile provider. This agreement is not intended to supersede any of those agreements. Neither River City FCU nor any of our service providers assume responsibility for the operation, security, functionality or availability of any related network, wireless device or mobile network that you may utilize to access rcitymobile.

Availability, timeliness and the proper functioning of rcitymobile service will be dependent upon many factors such as, your wireless device location, network availability, signal strength, hardware, software and your particular wireless device in general. Neither we nor our service providers shall be liable for any loss or damage caused by these factors or for any actions taken in reliance thereon, including service interruptions, inaccuracies, delays or loss of personalized settings.

River City FCU reserves the right to modify the rcitymobile service at any time. You, the user, will be responsible for determining how to use the modified application. We will not be liable for any such loss incurred by improper use of the service.

The rcitymobile application is being provided "as is" with no warranty of any kind. You agree to exercise caution when utilizing the service on your mobile device and to use discretion when obtaining or transmitting information.

You assume responsibility for any transactions authorized by persons whom you have permitted to use your mobile device and login information to access rcitymobile. If at any time you have reason to believe that your login information or mobile device has been compromised, lost or stolen, you must notify us immediately in order to delete the device from the mobile app access. If you later find your device, you may re-enroll in rcitymobile.

MOBILE CHECK DEPOSIT

River City FCU's Mobile Check Deposit (MCD) is a secure online service that allows you to scan paper checks from your mobile device and electronically transmit the check images for deposit. There is no fee for this service. MCD is integrated with the rcitymobile application.

To use the service, you must maintain an active membership with an open and active checking account in good standing and be at least 16 years old. Other restrictions may also apply. River City FCU reserves the right to revise eligibility criteria at any time without notice.

Mobile Check Deposits may be submitted 24 hours a day, 7 days a week. Checks must be deposited one (1) at a time. Checks deposited Monday through Friday, before 2 PM CST will typically be credited to your account on the same day, excluding holidays. All other deposits will be credited to the account on the next business day. Mobile check deposits are subject to standard holds for checks drawn on other financial institutions in accordance with Regulation CC. Should River City FCU encounter problems with check image quality or ability to verify any of the account or institution information on which the check is drawn, additional holds may apply. You will be notified of any holds, as soon as possible, during regular credit union business hours. River City FCU reserves the right to reject a deposit item at any time.

Limits may be placed on the deposit amounts and/or the number of checks deposited. These limits are subject to change. Attempts to make deposits in excess of the designated limits may be rejected.

It is your responsibility to securely store each original check for a period of 30 days after receipt from River City FCU that your check image has been accepted. Within those 30 days, take the following appropriate security measures:

- The information contained on the check(s) is not to be disclosed.
- The check(s) should not be duplicated or scanned more than one time.
- No deposit or attempt should be made to re-negotiate the original check(s) in any form.
- After such period expires, the member should destroy the original check.

The following types of checks payable in U.S. dollars, drawn on any U.S. bank and with the proper restrictive endorsement, including but not limited to the following may be deposited via MCD:

- Personal Checks
- Business Checks
- Treasury Checks
- Money Orders
- Certified Checks

The endorsement should include your signature, and the following restrictive endorsement: **"For Mobile Deposit Only To River City FCU— Account #_____"** on the top, backside of the check in endorsement area. Items submitted without this restrictive endorsement may be rejected or reversed.

Any check(s) deposited and discovered to be fraudulently created will be sent to the appropriate authority for investigation and possible criminal action against the issuer of the fraudulent document(s), regardless of whether the member endorsing or depositing the check has knowledge of the fraudulent nature of the check. This action may also result in loss of mobile services.

MOBILE BILL PAY SERVICE

The promotional name for River City FCU's online Bill Pay Service is **rcityiPay**. This service is used in conjunction with and accessed through rcitymobile. You are responsible for all single payments that are processed on the business day you designate the payment to be processed, subject to the available funds in your account, provided the payment request is received prior to the designated cut-off time. Recurring payments will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

Generally, payments are made electronically; however, if a merchant is not currently set up to accept our electronic payments, our online Bill Pay Service will mail a check through the United States Postal Service. Neither River City FCU nor our online Bill Pay Service are responsible for late payments or late charges incurred due to late mail delivery or any other circumstances outside of the Bill Pay system.

When scheduling payments, please note that the process date is not the day your payee will receive payment. This could affect the day your payment is applied to your account. For electronic payments, you must allow a minimum of three (3) business days for payment to reach your payee. For check payments, the number of days to allow payments to reach your payee depends on the location of the payee. Please use the following recommendations to ensure your payment is received on time. For payees located in Central or Eastern portion of the U.S., allow a minimum of five (5) business days. For Midwest, allow a minimum of seven (7) business days. For West Coast and Hawaii, allow a minimum of eight (8) business days.

Funds must be available in your checking account on the date specified as the process date. If your payment request cannot be processed due to insufficient funds in your designated checking account, an insufficient funds charge will be debited from your account in accordance with the River City FCU Fee Schedule.

Scheduled payments that fall on a weekend or holiday will be paid on the following business day.

The setup of new payees must be completed using rcityiPay's desktop version, which is accessed via rcityonline banking. Once the payee setup is complete, payments may then be scheduled using rcitymobile.

Any fees described above apply to the use of rcityiPay. Additional fees may be incurred for late payments or insufficient funds on your account. There are no fees for individual transactions. Please refer to the River City FCU Fee Schedule for more information.

In the event that your checking account balance is not sufficient and you are currently enrolled in overdraft protection, River City FCU will transfer funds from your selected overdraft account and charge a fee for the overdraft transfer in accordance with the River City FCU Fee Schedule.

Stop payment orders cannot be accepted for electronic items that have already been processed. A stop payment may be accepted for a check item that has not been presented to your account. A stop payment fee will be charged for this service in accordance with the River City FCU Fee Schedule. River City FCU will not be responsible for the collection of overpayments of funds that have been made to a merchant/payee.

River City FCU reserves the right to change the terms, conditions, disclosures and fees at any time. If any of the above-mentioned changes incur, proper notification will be made as required by law. Your use of Bill Pay following the receipt of such notification constitutes acceptance of any such changes.

The Bill Pay Agreement and Disclosure shall be governed in accordance with the laws of the State of Texas, to the extent that they are not preempted by applicable federal law.

River City FCU reserves the right to suspend or terminate your Bill Pay Service, without prior notification.

CANCELLATION

You may cancel your rcitymobile, rcityiPay and/or Mobile Check Deposit (MCD) at any time by notifying us of your intent to cancel in writing or by calling us at (210) 225-6866. We may terminate your participation for any reason at any time. We are not obligated to notify you in advance.

CONTACT

Member Service Center

P.O. Box 12689

San Antonio, TX 78212-0689

(210) 225-6866 or (800) 535-3322

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