

# TRINITY BANK, N.A. MOBILE DEPOSIT AGREEMENT

This Mobile Deposit Agreement (“Agreement”) made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ . (hereinafter, “Customer”) and Trinity Bank, N.A. (“Bank”) with its principal place of business at 3500 West Vickery Blvd., Fort Worth, TX and it governs Customer’s use of the Mobile Deposit Service (“Mobile D”). Bank offers the Mobile D under this Agreement only in association with Customer’s deposit accounts (Account(s)) with Bank, and this Agreement supplements but does not replace any agreement(s) Customer might have executed with respect to any other services.

## End User Terms and Conditions

1. Subject to the terms and conditions of this Agreement, Bank shall provide Mobile D to Customer, which allows Customer to make deposits to Customer’s deposit accounts maintained with Bank from Customer’s mobile device by taking photo images of checks on a smart phone camera. The camera will capture an image of the front and back of the check and will read and capture the Magnetic Ink Character Recognition (“MICR”) line of the check. After capture of the image and data, Customer will transmit the images, via the mobile device, to Bank or Bank’s designated processor (“Processor”) and Bank will provisionally credit Customer’s account for the amount of the deposit and enter the images of the checks into the collection process in accordance with the provisions of the Trinity Bank, N.A. Customer Agreement (“Deposit Agreement”) and this Agreement.
2. Bank reserves the right to alter charges and/or these End User Terms and Conditions from time to time and to discontinue the mobile deposit service at any time. In addition, Bank may suspend or terminate the service to you if it believes you are in breach of these End User Terms. Mobile D is also subject to termination in the event your wireless service terminates or lapses.
3. You agree that Bank is entitled to act upon instructions we receive under your user ID, password, or other authentication method that we require and that you are liable for all activities and transactions made or authorized with the use of your authentication credentials.
4. A “business day” is defined herein as Monday through Friday, except for federal holidays, 8:00am-4:00pm CST.
5. You should only access this service from a mobile device that you own. Your mobile device and login information should be kept secure. In the event that your mobile device is lost or stolen, or if you believe your login information has been compromised, you can deactivate this service by contacting the Trinity Bank customer service team at 817-763-9966 or [customerservice@trinitybk.com](mailto:customerservice@trinitybk.com). We shall not be liable for any losses caused by mobile service interruptions or mobile device malfunctions.
6. If you are a business client, the terms and conditions above apply to any items that you remotely deposit using the mobile deposit service. The additional terms and conditions for the mobile deposit service in the Exhibit shall apply to both business and consumer clients.

EXHIBIT  
MOBILE REMOTE DEPOSIT

Mobile Deposit Service. The mobile deposit capture service ("Mobile D") allows you to make deposits of the electronic image of a check (as defined by federal law) (each an "Item") to your checking or money market accounts held with us by capturing an electronic image of the Item with the capture device (such as a camera on your mobile device) and submitting images and associated information to us for processing. Your accounts used in connection with Mobile D continue to be governed by the deposit account agreement. In the event that the terms contained in this Exhibit conflict with the terms contained in any of the aforementioned agreements, the terms of this Exhibit shall govern.

Eligible Items. All Items deposited using Mobile D must be endorsed as "For Mobile Deposit Only, Trinity Bank, your account number, and signature " to your account, and any loss Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. In addition, you agree that you will not use Mobile D to deposit any of the following Items:

1. Items payable to any person or entity other than you;
2. Items containing a restrictive endorsement;
3. Items that are substitute checks or image replacement documents;
4. Items drawn on a financial institution located outside the United States;
5. Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent; or
6. Items prohibited by our current procedures relating to Mobile D or which are otherwise not acceptable under the terms of your checking or money market account.

Image Quality and Duplicate Deposit. The image of an Item transmitted using Mobile D must be legible and clear to us. It must not be altered. It must capture all pertinent information from both sides of the Item. Image quality must comply with industry requirements established and updated by the Federal Reserve Board or any other regulatory agency.

Endorsement. You agree to properly endorse all Items captured and submitted using Mobile D.

Processing Time and Availability of Funds. If we receive the image of an Item for deposit on or before 3:00 p.m. Central Time on a business day, we will consider that day the day of deposit. If we receive the image of an Item for deposit after 3:00 p.m. Central Time or on a weekend or on a non-business day, we will consider the next business day as the day of deposit. Funds deposited using Mobile D, and accepted by us for deposit, will be made available to you in accordance with the agreement governing your deposit account.

Item Review and Rejection. Items we receive may be reviewed for image quality, duplicate presentment, endorsement, and any other factors that may prevent forward collection of the Item. You agree that all deposits received by Bank are subject to verification and final inspection and may be rejected by Bank in its sole discretion, and you shall be liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against Bank relating to such deposits. Bank is not liable for any service or late charges that may be imposed against you due to rejection of any Item that you transmit for deposit through Mobile D. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that while Bank normally provides notice of rejected deposits, Bank may reject any Item transmitted through Mobile D in its sole discretion without notice to you, and Bank will not be liable for any such rejection or failure to notify you of such rejection. If Bank rejects an Item for remote deposit, or if Mobile D is otherwise not available due to equipment failure, telecommunications failure or outages, or other system problems that may arise, you must physically deposit the original check at Bank's physical location.

Disposal of Transmitted Items. You agree to safeguard and keep the original Item for five (5) business days after you have transmitted the Item. After five (5) business days following the deposit using Mobile D, if you have verified that the funds have been credited to your account, you agree to mark the item as

“DEPOSITED” and properly dispose of it to ensure it is not presented for deposit again. After destruction of the original Item, the image will be the sole evidence of the original Item. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Restrictions and Limitations. You agree:

1. only Items that originated as paper Items and no third party or electronic checks may be deposited using Mobile D;
2. after you submit an Item for deposit using Mobile D you will not redeposit or otherwise transfer or negotiate the original Item;
3. not to deposit Items into your account unless you have authority to do so;
4. to abide by any per-day, per-week, per Item, or any other limitation that we establish in connection with Mobile D;
5. after you submit an Item for deposit you are solely responsible for the storage or destruction of the original Items;
6. you may only utilize Mobile D if you and your mobile device are located in the United States;
7. to comply with any additional instructions or requirements that we communicate to you, including for example any help screens or user guides;
8. the electronic image of the Item will become the legal representation of the Item for all purposes; and
9. any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn.

Minimum Hardware and Software Requirements. In order to use Mobile D, you must obtain and maintain, at your expense, compatible hardware and software as specified by us, including an Internet enabled mobile device as approved by us. Without limiting the preceding sentence, you are responsible for all telephone and internet service charges. You agree to implement and maintain specific security controls to protect your hardware and software and client information from unauthorized persons. You agree to implement any additional security procedures or controls that we communicate to you from time to time.

Eligibility, Termination and Changes. You must meet the eligibility requirements in order to use Mobile D. We have the right to suspend or terminate Mobile D at any time if you or your accounts(s) do not meet the eligibility requirements for the service. We also reserve the right to change Mobile D at any time. You may terminate Mobile D by calling us at 817-763-9966.

Applicable Laws and Rules. You must comply with any applicable Check 21 and ACH rules and federal and state laws, rules and regulations.

No Waiver. In the event we accept an Item for deposit through Mobile D that is otherwise in violation of any applicable terms or condition, we shall not be obligated to accept similar deposits in the future.

Errors. You agree to notify us of any suspected errors related to your deposits through Mobile D immediately and no later than fifteen (15) days after the applicable account statement is provided.

Interruptions. Mobile D is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. Mobile D may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider, or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions or negative impacts to Mobile D and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolutions of client claims, including by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

Indemnification. Notwithstanding any other provision contained herein, you agree to indemnify, defend and hold us harmless from and against any claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of Mobile D, including, for example, a subsequent deposit of any previously deposited Item. This obligation survives termination of this Exhibit and the mobile banking End User Terms.

**CONSUMER CLIENTS:** For additional detailed information about your rights and responsibilities regarding electronic funds transfers, please refer to the Electronic Funds Transfer Agreement and Disclosures.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Notices. Any notice required hereunder shall be given by first class U.S. mail, postage prepaid, by receipted hand delivery, electronically or by any other means agreed upon by both parties to the Bank at the address set forth below and to the Customer (if sent by mail) at the most recent address shown for the Customer in Bank's records. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Notice to Customer shall be presumed received on the third business day after mailing thereof, and to Bank upon its actual receipt.

If to the Bank:  
Trinity Bank, N.A.  
3500 West Vickery Blvd  
Fort Worth, TX 76107

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement through their duly authorized officers.

**TRINITY BANK, N.A.**

\_\_\_\_\_  
(CUSTOMER)

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Deposit Account number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_