

Mobile Remote Deposit Capture Agreement

Depository Financial Institution

GloriFi
c/o Animo Bancorp, Inc.

Depositor

Name & Address:

Agreement Date:

Account Number:

GloriFi is a financial technology company, not a bank. Banking services provided by Stearns Bank, N.A., Member FDIC.

Depository Financial Institution Contacts

- To report a security incident:
- For technical support or customer service:

Definitions

- **We, us, and our** refer to the Depository Financial Institution.
- **You and your** refer to the Depositor.
- **Agreement** refers to this Mobile Remote Deposit Capture Agreement.
- **Account** refers to your checking or share draft account with us which is identified by the Account Number.
- **Qualifying Items** refer to ☐ paper checks (including share drafts and remotely created checks) payable in U.S. dollars drawn on financial institutions located in the United States. ☐
- **Mobile Remote Deposit** refers to your deposit of a Qualifying Item to the Account by taking pictures of the Qualifying Item and sending the pictures to us through our mobile banking app, as agreed in the Remote Deposit and Mobile Remote Deposit Requirements section below, rather than by providing us with the paper original.
- **Banking Day** refers to a business day on which we are open to the public for substantially all of our banking functions.
- **Business Day** refers to ☐ Monday through Friday, excluding federal holidays. ~~by or a federal holiday.~~
- A ☐ means the provision immediately following is part of this Agreement if, but only if, the box is marked.
- Other terms have the meanings provided in the applicable Uniform Commercial Code.

Mobile Remote Deposit Requirements

You have applied for the Mobile Remote Deposit service and understand that you must ☐ (or such other restrictive indorsement as we may instruct within the mobile banking app), the Mobile Remote Deposit service before we will accept any Mobile Remote Deposit. ☐ for each Mobile Remote Deposit you will indorse the paper original and write "For mobile remote deposit only," along with our name by the indorsement, and then take a clear and accurate picture of both sides of the Qualifying Item and send the pictures to us through our mobile banking app, rather than by providing us with the paper original.

Once you have been approved by us, you can make Mobile Remote Deposits if, but only if, you satisfy all the applicable Mobile Remote Deposit Requirements, Software Requirements, Image Quality Requirements, and other requirements of this Agreement. If any of the applicable requirements for your Mobile Remote Deposit are not met for any deposit, we may reject the deposit. If we reject a deposit because you failed to comply with any of the applicable requirements of this Agreement, you agree that you will be liable for any losses, costs, fees, expenses, and damages related to the rejected deposit(s).

Software Requirements

For Mobile Remote Deposits, you will use our mobile banking app. You will keep your mobile device updated with the latest software, including security patches. You also agree not to share your password to our mobile banking app with anyone who is not an owner of the Account. Accessing our mobile banking app with your mobile device may incur fees from your internet or cellular service provider. We are not responsible for any fees your internet or cellular service provider charges, nor are we responsible for any failures to connect to or transmit data to the mobile banking app due to lack of service by your internet or cellular service provider.

Image Quality Requirements

The images of Qualifying Items you send us will be sufficiently inclusive and high quality to permit us to satisfy all pertinent requirements of the following: the Check 21 Act; all related laws or regulations; all other state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations. ☐ In addition, the images will satisfy the following requirements:

Mobile Remote Deposit Limits

The total number of Qualifying Items that can be transmitted to us under this Agreement is ☐ unlimited ☐ limited to _____ per _____. The total dollar amount of Qualifying Items that can be transmitted to us under this Agreement is ☐ unlimited ☐ limited to \$ _____ per _____ per transaction and total per day; monthly deposit limit of \$100,000.00.

We reserve the right to change mobile remote deposit limits at any time. Notice of changes will be provided in the mobile banking app, if any such limits are in effect.

Receipt Deadline

The deadline (Receipt Deadline) for our receipt of Mobile Remote Deposits is _____ on a **Business** Day. Any Mobile Remote Deposits not received on a **Business** Day or not received in their entirety by the Receipt Deadline on a **Business** Day will be considered to have been received on the next **Business** Day.

Acceptance or Rejection Deadline

The deadline (Acceptance or Rejection Deadline) for our sending you either acceptances for deposit or rejections with respect to Qualifying Items included in your Mobile Remote Deposits is _____ the next **Business** Day after we receive the Mobile Remote Deposits. We will send you acceptances for deposit or rejections via ☐ our mobile banking app ☐ text message ☐ email ☐ _____, and they will be effective when sent whether or not they are received by you. Such acceptances for deposit or rejections will reasonably identify each of the Qualifying Items accepted and each of the Qualifying Items rejected. If we do not send you either an acceptance for deposit or a rejection with respect to a Qualifying Item included in a received Mobile Remote Deposit by the Acceptance or Rejection Deadline, the Qualifying Item will automatically be ☐ accepted for deposit ☐ rejected.

Retention/Destruction of Original Items

☐ You will retain, preserve and keep secure the paper original of each Qualifying Item included in a Mobile Remote Deposit for the period of _____ after it is accepted for deposit and will destroy (e.g. shred) it immediately after the expiration of that period. We have the right to inspect the paper original of a Qualifying Item at any time before the expiration of that period. If we choose to inspect the paper original of a Qualifying Item, you will have _____ days to ~~present the paper original of the Qualifying Item to us at one of our branch locations or to~~ mail the paper original of the Qualifying Item to us at _____.

☐ You will destroy the electronic image(s) on your mobile or other devices of each Qualifying Item immediately after it is sent to us.

☐ You will retain, preserve and keep secure the paper original of each Qualifying Item included in a Mobile Remote Deposit until it is accepted by us. You will destroy (e.g. shred) the paper original immediately after it is accepted by us. You will destroy the electronic image(s) on your mobile or other devices of each Qualifying Item immediately after it is sent to us. We have the right to inspect the paper original of a Qualifying Item at any time before accepting the deposit. If we choose to inspect the paper original of a Qualifying Item, you will have _____ days to present the paper original of the Qualifying Item to us at one of our branch locations or to mail the paper original of the Qualifying Item to us at _____.

Fees

There is currently no charge to use the Mobile Remote Deposit service to make a deposit. We reserve the right to charge a fee at any time upon notice to you. You agree that your use of the Mobile Remote Deposit service after notice of such fee is your consent to such fee. If we charge a fee, you authorize us through your use of the Mobile Remote Deposit service to deduct any such fees from any account held with us in your name.

Other Provisions

Execution

By signing, you and we agree to be bound by this Agreement, including the Terms and Conditions, which are incorporated by reference, and you acknowledge receipt of a copy.

This needs to be an electronic signature

X _____ for
Print Name

X _____
Print Name & Title:

Terms and Conditions

Internet Addresses and Other Information. You and we will provide each other with email addresses, phone numbers, and other information as needed for purposes of this Agreement and will update such information as needed.

Acceptance Required. We will credit your Account for a Qualifying Item included in a Mobile Remote Deposit if, but only if, we have received it and it has been accepted for deposit. We can reject an item included in a Mobile Remote Deposit for any reason or for no reason at all.

Provisional Credit Only. Any credit to your Account of a Qualifying Item included in a Mobile Remote Deposit (including Qualifying Items drawn "on us") is provisional only until collection is final. Until final settlement, we will act only as your agent, regardless of the form of indorsement or lack of indorsement on a Qualifying Item, even if we have provisionally credited your Account. We can reverse any provisional credit to your Account of a Qualifying Item included in a Mobile Remote Deposit that is lost, stolen, or returned. You will indemnify us and hold us harmless from any loss we may incur as a result of our lawfully reversing a provisional credit to your Account.

Failures or Alterations in Transmission. We will not be liable for any failures or alterations in the transmission of Mobile Remote Deposits to us.

Presentment/Collection. Presentment and collection of Qualifying Items included in Mobile Remote Deposits will be by any means and through any clearing agents we deem appropriate, and you consent to any applicable clearing house rules.

Funds Availability. Funds from Qualifying Items included in Mobile Remote Deposits will be available to you, at such times after their acceptance for deposit under this Agreement, according to our policies as reflected in our then current funds availability disclosure. Even after funds are available to you and have been withdrawn, you will still be responsible for returned items or any other problems with the Mobile Remote Deposit.

Warranties. Unless prohibited by law, by making Mobile Remote Deposits you make the following warranties to us and agree to indemnify us and hold us harmless from any breach of such warranties, including payment of our reasonable attorneys' fees and litigation expenses:

- That you were entitled to deposit each of the Qualifying Items included in your Mobile Remote Deposits;
- That only paper originals of bona fide Qualified Items have been photographed for Mobile Remote Deposit;
- That each of the Qualifying Items included in your Mobile Remote Deposits was duly authorized in the amount stated on the Qualifying Item and to the payee stated on the Qualifying Item;
- That there was and will be no duplication among Qualifying Items included in your Mobile Remote Deposits;
- That you will not deposit or redeposit the original check, substitute check or paper or electronic reproduction of the original or substitute check of the Qualifying Items included in your Mobile Remote Deposits ~~without our informed consent~~; **strike "consent"**
- That we will not suffer any loss as a result of your Mobile Remote Deposits;

Terms and Conditions, Continued

- That we will not suffer any loss as a result of your retention or destruction of the paper originals of Qualifying Items included in your Mobile Remote Deposits;
- That all information you provide to us regarding your Mobile Remote Deposits will be accurate;
- That your Mobile Remote Deposits and all information you provide to us will be virus-free and will not cause any damage to our software, network, or systems;

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- That your Mobile Remote Deposits will not violate any laws; and
- That you have performed and will perform all your obligations under this Agreement.

Returned Items. If Qualifying Items included in your Mobile Remote Deposits are returned, we will provide you with images or substitute checks of the returned items, rather than the paper originals.

Statements. You will comply with the Statements section of the Terms and Conditions of your Account.

Information and Access. You will promptly provide us with any information, including financial information, we request that is pertinent in any way to your Mobile Remote Deposits or this Agreement.

Irreconcilable Conflicts. This Agreement supersedes your account agreement to the extent of any irreconcilable conflicts.

Circumstances Beyond Our Control. We will not be responsible for any failure to act or delay in acting pursuant to this Agreement if the failure or delay is the result of circumstances beyond our control including, but not limited to, legal constraint, interruption of transmission or communication facilities, equipment failure, or war emergency conditions.

Standard of Care. Unless otherwise required by law, our standard of care in connection with this Agreement is limited to ordinary care.

Indemnification. You agree to indemnify us and any other recipient for any loss incurred by us or any other recipient if the loss resulted from the receipt of a Qualified Item by Mobile Remote Deposit.

Limitation on Damages. Unless otherwise required by law, we will not under any circumstances be liable for attorneys' fees; litigation expenses; or consequential, special, incidental, indirect, or punitive damages.

Duration and Termination. This Agreement will continue until it is terminated. We can terminate it immediately without notice if ~~you~~ **and without cause.** ~~engaged in illegal activity.~~ ~~Either~~ **You** can terminate this Agreement without cause by giving 30 days advance written notice of termination.

Changes. We can change the provisions of this Agreement, other than the above stated right to terminate without cause, by giving you 30 days advance written notice of the changes.

Waiver. We can waive rights under, and violations of, this Agreement without affecting other rights under, or other violations of, this Agreement.

Assignment. You are not entitled to assign this Agreement or your rights and obligations under this Agreement without our consent.

Benefit. This Agreement is for your benefit and our benefit only, and no other individuals or entities have rights under this Agreement.

Invalidity. The invalidity or illegality of any provision of this Agreement will not affect the remainder of this Agreement.

Governing Law. This Agreement will be governed by the laws of the state of **of Texas,** ~~on where the Account is located~~ including the Uniform Commercial Code as adopted by that state ~~or jurisdiction~~ and as varied by this agreement.