



PROSPERITY BANK®

TREASURY MANAGEMENT SERVICES

MOBILE REMOTE DEPOSIT CAPTURE SERVICE TERMS

These Mobile Remote Deposit Capture Service Terms (the “**Service Terms**”) are an addendum to the Remote Deposit Capture Service Terms and set forth the terms under which Prosperity will provide Customer with the delivery, access and usage of the Mobile Deposit Capture Service (the “**Remote RDC Service**,” or “**Service**”), as described below, through the Internet Banking Services. Customer must request the Service and be approved by Prosperity to be able to access it. The Service is subject to the Remote Deposit Capture Service Terms and the Treasury Management Services Master Agreement (the “**Master Agreement**”) between Prosperity and Customer, which, along with all other agreements incorporated into the Master Agreement, are incorporated herein by reference (the Master Agreement together with the Remote Deposit Capture Service Terms and these Service Terms are referred to herein as the “**Agreement**”), and all Applicable Laws. Unless otherwise noted, capitalized terms herein will have the same meaning as in the Master Agreement.

I. Generally.

A. Information Authorization. The following provisions in this Section apply to the Service:

1. **Mobile Subscriber Information.** Customer authorizes its wireless carrier to disclose information about its wireless account, such as name, billing address, email, phone number, location information, subscriber status, payment method and device details, if available, to Prosperity and its third party Service Providers to support identity verification, fraud avoidance and other uses in support of Transactions for the duration of Customer’s business relationship with Prosperity. This information may also be shared with other companies to support Customer’s Transactions with Prosperity and for identity verification and fraud avoidance purposes.

2. **Device Data.** Prosperity may share certain personal information and device-identifying technical data about Customer and its devices with third party Service Providers, who will compare and add device data and fraud data from and about Customer and its devices to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or web site by devices associated with fraudulent or abusive activity. Such information may be used by Prosperity and its third party Service Providers to provide similar fraud management and prevention services for services or web sites not provided by Prosperity.

B. **Payment Methods and Amounts.** Prosperity or its Service Provider reserve the right to select the method in which to remit funds on Customer’s behalf through the Service, and in the event that Customer’s eligible Account is closed or otherwise unavailable to Prosperity, the method to return funds to Customer. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of Prosperity’s Service Provider, or draft drawn against Customer’s Account.

II. FEATURES OF THE MOBILE RDC SERVICE. If Customer requests and is approved for the Mobile Remote Deposit Capture Service, the following provisions will also apply to Customer's use of that Service.

A. Description. The Mobile Remote Deposit Capture Service ("**Mobile RDC**" or, for purposes of these Mobile RDC Service Terms., together with the Mobile Banking Service of which it is a part, the "**Service**") provides Customer the ability to access and make deposits to Customer's designated eligible Accounts using software to which Customer is given access for downloading onto Customer's systems (the "**Mobile Deposit Software**" or "**Software**"). The Mobile Remote Deposit Capture Service is designed to take advantage of The Check Clearing for the 21st Century Act and its regulations (collectively "**Check 21**"). The Mobile Remote Deposit Capture service enables Customer to use a compatible handheld device to scan an image of an original paper "check," as that term is defined in Regulation CC ("Regulation CC") promulgated by the Federal Reserve Board at 12 C.F.R. Part 229 ("**Original Checks**"), that is drawn on or payable through United States financial institutions (each a "**Check Image**") and to submit the Check Image and associated deposit information electronically to Prosperity from Customer's business or other remote locations using the Software for deposit into a designated eligible Account for collection thereafter by Prosperity. A Check Image submitted to Prosperity electronically for deposit is not deemed received until Prosperity accepts and confirms receipt of Customer's Check Image deposit.

B. Requirements. Customer's use of the Mobile RDC Service is subject to, without limitation, these requirements:

1. To access the Mobile RDC Service Customer must have or acquire and maintain a compatible handheld device and a wireless plan from a compatible wireless carrier.
2. Customer must request access to and qualify, and Prosperity must approve Customer's request, to use the Mobile RDC Service.
3. Customer may scan and submit Check Images for deposit to Prosperity within the dollar limits ("**Deposit Limits**") established for Customer by Prosperity. Prosperity reserves the right to limit the frequency and dollar amount of deposits submitted through the Mobile RDC Service. If Customer exceeds the Deposit Limits established for it, Prosperity may in its sole discretion accept or refuse the Check Image deposit. If at any time Prosperity accepts a Check Image deposit that exceeds Customer's Deposit Limits, Prosperity will have no obligation to do so in the future. Prosperity may at any time in its sole discretion raise or lower Customer's Deposit Limits.
4. Customer shall use the Mobile Remote Deposit Capture Service only for its own business use in accordance with the terms of this Agreement. Customer shall not make the Mobile RDC Service available or transfer its rights to use the Mobile RDC Service for the benefit of any third party.

By requesting access to or using the Mobile RDC Service, Customer authorizes Prosperity to provide Customer with access to all of the eligible Accounts Customer designates to participate in the Mobile RDC Service. The following account types are currently eligible for the Mobile RDC Service: checking, savings, and money market accounts.

C. Day of Deposit. Scanning and submitting Check Image deposits does not constitute receipt of the deposit by Prosperity. Customer agrees that items transmitted using the Mobile RDC Service are not subject to the funds availability requirements of Regulation CC. Check Image deposits received by Prosperity will be processed in accordance with the cutoff times and days in the Documentation Acknowledgment that Customer's Check Image deposit has been received by Prosperity does not mean that the Check Image deposit was received error free. The

date of deposit is not necessarily the date of funds availability. Prosperity may make such funds available sooner than described in the Documentation, in its sole discretion.

D. Notice of Rejection. Prosperity will send a notice to Customer if Customer's Check Image deposit is rejected in whole or in part. Customer may verify receipt and the amount of its Check Image deposit credited to its account by reviewing Customer's Account information online or by calling Treasury Support at (855) 888-2242.

E. Endorsement and Scanning. Customer agrees that when using the Mobile RDC Service, it will:

1. Properly endorse Original Checks as described below:

“For Prosperity Bank Mobile Deposit Only”

Then followed by Customer's signature,

Then the last four (4) digits of your account number into which you are depositing the item;

2. Then scan both front and back; and

3. Customer will scan and deposit only Original Checks payable to Customer and which have been drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars and intended for deposit by Customer to its designated Account with Prosperity.

All other items may be deposited by alternate methods such as in person or by mail including a completed account deposit slip.

F. Prosperity will acknowledge receipt of Customer's Check Image deposit submitted through the Mobile RDC Service and notify Customer through the Service. Prosperity's ability to provide the Mobile RDC Service is conditioned upon the availability of the wireless or computer services and systems used in transmitting Customer's requests and Prosperity's response. Prosperity shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of the Mobile RDC Service, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within Prosperity's control.

G. Fees. All Fees and charges related to any Account Customer accesses with the Mobile RDC Service as stated in the applicable Fee schedule for the Account will remain in effect when using the Mobile RDC Service. The monthly Fees and charges, if any, for the use of the Mobile Remote Deposit Capture Service are found in the applicable Documentation.