

Rio Bank Mobile Banking Service Agreement – Terms and Conditions

This Rio Bank Mobile Deposit Service Agreement (this “Agreement”) contains the terms and conditions for use of the Mobile Deposit Service (the “Service”) that Rio Bank provides to you. Before you can enroll in and have access to the Service, you must enroll in the Online Banking and execute the Rio Bank Online Access Agreement Terms and Conditions (the “Online Banking Agreement”) and the Electronic Notice Disclosure and Consent, which are both here by incorporated by reference and are made a part of this Agreement. Other agreements you have entered into with the Bank in connection with your Rio Bank accounts and other services, including but not limited to, as applicable, the Personal Deposit Account Agreement (including Arbitration Agreement), Business Deposit Account Agreement, Funds Availability Disclosure, Consumer Privacy Notice, Online Privacy Policy, Fees and Features Guide, and Account Signature Card (collectively, the “Account Agreements”) are incorporated by reference and made a part of this Agreement. Terms not otherwise defined in this Agreement shall have the definition ascribed to those terms in the Account Agreements and Online Banking Agreement. In the event of a conflict between this Agreement, the Online Banking Agreement, and/or the Account Agreement, this Agreement will govern by and interpreted in accordance with the laws of Texas.

The terms "we," "us," "our," and "Bank" refer to Rio Bank. "You" refers to each signer on an account. The term "business day" shall mean every day except Saturdays, Sundays, and federal holidays.

I. ACCEPTANCE OF ADDENDUM.

A. Accepting this Addendum.

By clicking “I Agree” when you register for Rio Bank Mobile Banking Services or by using the Mobile Banking Services, you agree to the terms and conditions of this Addendum.

B. Description of Services.

Mobile Banking is a personal financial information management service that allows you to:

- Access Rio Bank account information such as balances and recent transaction history;
- Transfer funds between your accounts at Rio Bank;
- Set up optional account alerts to be delivered either to your mobile phone using SMS text messaging (standard text rates apply), and/or via email;
- Make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.
- Allow you to make mobile deposits (each such deposit a "Mobile Deposit" and collectively "Mobile Deposits") to your checking, savings or money market accounts from home, office, or other remote locations by using a mobile device with the Bank's downloadable mobile application "Software" to capture images of paper checks and transmitting the images and associated deposit information to the Bank or the Bank's designated processor ("Processor")

We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

C. Use of Services.

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software (“Software”).

From time to time we may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

D. Limitations of Services.

When using the Services, you may experience technical or other difficulties. You agree to transport or mail the originals of all checks to the closest Bank location. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

E. Eligibility

We will determine whether you are eligible for Services in our sole discretion. We may suspend or terminate your use of the Services at any time and without prior notice to you. If you violate the terms of the Services, then we also may use such actions as a basis to terminate your account relationship with us.

F. Relationship to Other Agreements

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your

Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

G. Qualifications.

- You must meet the following qualifications to use this Service:
- You are currently enrolled in Rio Bank Online Banking & Mobile Banking
- You have an eligible personal checking or savings account
- You must be designated as a signer
- All of your accounts with us are in good standing
- You do not have any checking or savings accounts with a negative balance
- You do not have any delinquent loans

H. Fees

The Service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at Rio Bank from which fees for the Service will be debited (your "Billing Account").

Any applicable fees for the Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

I. Cut off Times for Deposits.

Deposits made via Mobile Deposit must be made before 4:30 PM Central Standard Time in order to be considered deposited same day. Deposits made after 4:30 PM Central Standard Time will be considered deposited the next business day. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our banking centers.

J. Destruction of Original Check.

Once you have deposited the check successfully, you should store the check in a secure location for 15 business days. After 15 business days, and after you have confirmed the deposited funds have been applied to your account correctly, you must destroy the check. Shredding it is one way to destroy it. Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.

K. Deposit Limits.

Rio Bank reserves the right to impose Mobile Daily Deposit Limit and Mobile Check Deposit Limit that is deposited using Mobile Deposit. These limits may change from time to time without notice to you. If you attempt to make a deposit in excess of these limits, we may reject the deposit. The current daily dollar limit is \$25,000 per business day per account. There is currently no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.

L. Eligible items

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"), Availability of Funds and Collection of Checks. The check is properly endorsed with Signature, Account #, Name and "For Mobile Deposit Only". The check image must also accurately and legibly provide all information on the front and back of check.

M. Ineligible Items for Mobile Check Deposit

You agree not to deposit any ineligible items using Mobile Deposit. All checks processed through Mobile Deposit are subject to review and approval. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- Checks payable to any person or entity other than the owner(s) of the account into which the check is being deposited.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Traveler's checks or savings bonds
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Rio Bank current procedures relating to the Services or which are otherwise not acceptable under the terms of your Rio Bank account.
- Checks payable to two or more persons jointly, not alternatively, unless deposited into an account jointly owned by all payees.

N. Image Quality

You are responsible for the image quality of any check or item that you transmit. The image of a check or item transmitted to Rio Bank using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by any clearing house we use, agreement we have with respect to processing checks or items, or any higher standard set by us. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality,

including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

O. Receipt of Items

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Rio Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. If there is a discrepancy between the entered and confirmed amount and the amount on the scanned image we will credit the account based on the scanned image. Any item will be deemed to have been deposited at the branch where the account is maintained.

P. Security of Your Mobile Device and Account Information.

You are responsible for: (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information"); and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

Q. Compatible Hardware and Software.

In order to use Mobile Deposit, you must use, at your expense, compatible hardware and software. We are not responsible for any third party software you may need to use Mobile Deposit. We may change requirements at any time without prior notice. You may need to upgrade the Mobile App to use Mobile Deposit.

R. Availability of Funds.

You agree that items transmitted using the Services are subject to the funds availability requirements of Federal Reserve Board Regulation CC. If you make a deposit using Mobile Deposit Services before 4:30 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. If your Mobile Deposit is after 4:30 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Funds deposited may not be available for immediate withdrawal and will be available based upon the Funds Availability given to you at account opening. Rio

Bank may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with Rio Bank, transaction and experience information, and such other factors as Rio Bank, in its sole discretion, deems relevant. You acknowledge that all credits given by Rio Bank for an item are provisional, subject to verification and final settlement. Rio Bank shall have no liability for the return or refusal of any item.

S. Error Resolution.

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) 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 within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money 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 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within three 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.

RIO BANK
PO BOX 4169
MCALLEN TX 78502-4169

(956) 631-7890