

This Mobile Remote Deposit Services Agreement (“Agreement”) contains the terms and conditions for the use of the mobile remote deposit capture services (“Mobile Banking Services” or “Services”) that ServU Federal Credit Union (“ServU,” “the Credit Union,” “us”, “our,” or “we”) may provide to you (“you,” “your,” or “User”). The Services are designed to allow you to make deposits of checks (“original checks”) to your accounts from home or other remote locations by using your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Credit Union or the Credit Union’s designated processor. Other agreements you have entered into with ServU, including the Online Banking Agreement and Disclosure, are incorporated by reference and made a part of this Agreement.

1. Acceptance. Your use of the Services constitutes acceptance of this Agreement. We may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of the Services after we send notification of any change (including electronic notification, such as by posting the updated Agreement on the website or making it available through online banking), constitutes your acceptance of any such change.

2. Eligibility. Members with online banking may apply for the Services. The Services are not available for businesses, organizations, and some other non-consumer membership types. Approval for use of the Services may be denied for any reason in ServU’s sole discretion, including but not limited to members who aren’t in good standing, don’t have a consumer membership, or have negative account history.

3. Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. We also retain the right to modify such limits from time to time at our sole discretion and without notification. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, may require an additional hold time, and we will not be obligated to allow such a deposit at other times.

4. Fees. Although there is currently no fee for use of the Services (but there may be a fee for use of online banking), ServU reserves the right to institute or change any fee by sending prior notice as required by law. You are responsible for paying any fees for the use of the Services and you authorize us to deduct any such fees from any account in your name. You are responsible for any third-party charges and/or fees (including but not limited to any data, text, or other charges or fees imposed by your wireless carrier) incurred while using the Services. If a check is returned, you will be charged a fee as described in the Fee Schedule.

5. Eligible Items. You agree to capture images of and deposit only “checks” as that term is defined in Federal Reserve Board Regulation CC (“Reg. CC”). You also agree that you will NOT capture images of and deposit any of the following:

- Any item made payable to any person or entity not on the account (third party check)
- Checks with multiple payees, unless deposited into an account in the name of all payees.
- Any item that is stamped with a “non-negotiable” watermark.
- Any item that contains evidence of alteration to the information on the check, or which you know or suspect, or should suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Any item issued by or drawn on a financial institution located outside the United States.
- Any item not payable in United States currency.

- Any item that is incomplete.
- Any item that is missing or has an invalid or incorrect routing number.
- Stale dated checks (dated 6 months or more prior to deposit, or less if shorter term stated on check)
- Any “postdated” item.
- Any item previously converted to a substitute check, as defined in Reg. CC.
- Any item that is a remotely created check, as defined in Reg. CC.
- Any item that is a photocopy or otherwise not an original item.
- Any item that has previously been submitted through the Services or through a remote deposit capture service offered at another financial institution.
- Any item that has been re-deposited or returned such as for “non-sufficient funds” or “refer to maker,” or any other reason.
- Any item with any endorsement on the back other than what is stated in this Agreement.
- Any item that is in violation of any federal or state law, rule or regulation.
- Savings Bonds.
- Money orders.
- Travelers Checks.
- Cash.
- Items prohibited by Credit Union’s current procedures, or which are otherwise not acceptable under the terms of your Credit Union account.

Notwithstanding anything to the contrary, ServU reserves the right, within its sole and absolute discretion, to accept, review or reject any item for remote deposit. Any amount credited to your account for items deposited using the Services is a provisional credit and you agree to indemnify ServU against any loss it suffers because of acceptance of the remotely deposited check. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that ServU is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

If a check deposited through the Services is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check or a substitute check.

6. Endorsement. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and “FOR MOBILE DEPOSIT ONLY SERVU CU.” Checks must be properly endorsed by all payees. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

7. Image Quality. This applies to any item that is a remotely created check, as defined in Reg. CC. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image of an item transmitted for deposit must be legible, as determined solely by ServU. The image

quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Upon receipt of the digital image, we may review the image for acceptability. You understand and agree that receipt of an image does not occur until after notification of receipt of the image via onscreen messaging and/or email notification. You understand that, in the event you receive a notification confirming receipt of an image, such notification does not mean that the image contains no errors or that ServU is responsible for any information you transmit. ServU is not responsible for any image it does not receive. Following receipt of the image, ServU may process the image by preparing a "substitute check" or clearing the item as an image.

8. Funds Availability. Items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. The manner in which items are cleared, presented for payment, and collected shall be in ServU's sole discretion. Account information provided to you as part of the Services is not the official record of your account or its activity. Your account statement will remain the official record.

In general, if an image of an item transmitted through the Services is received and accepted by ServU, that day will be considered the day of deposit. In some instances an image transmitted using the Services may require further review by ServU. In the event an item requires further review, you will be notified via an onscreen message. Items requiring further review are not considered accepted for deposit until you receive a message from ServU indicating the item has been accepted. Those items requiring further review that are transmitted by 3:00pm Eastern Standard Time, on a business day that ServU is open, will generally be reviewed on that business day. Items requiring further review that are transmitted on a non-business day, or after 3:00pm Eastern Standard Time on a business day, will be reviewed on the next business day that ServU is open. Notwithstanding the above, items transmitted on December 24 or December 31 may not be reviewed until the following business day that ServU is open. You understand and agree that no funds will be made available on any item that requires further review until you provide me with a message indicating the funds are available.

Checks deposited using the Services will generally have a 2 day hold placed. The Credit Union reserves the right to hold checks for a longer (or shorter) time in its sole discretion and without notification.

9. Hardware and Software Requirements. To use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by ServU from time to time. ServU is not responsible for any third party software you may need to use the services. Any such software is accepted by you and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider. ServU is not responsible for notifying you of any upgrades or enhancements to any hardware or software.

10. Storage of Original Checks. After you receive confirmation that we have received an image, you must securely store the original check for 30 days after transmission to us and make the original check available at our request. Upon our request, you will deliver to us within two business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount may be reversed from your account. Promptly after the 30 day retention period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another effective means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never represent 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.

11. Termination. When using the Services, you may experience technical or other difficulties. 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.

We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes, or if you use the Services in a manner inconsistent with the terms of any other agreement with us.

12. Your Responsibilities. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You agree to examine your statements regularly and notify ServU promptly of any suspected error, omission or discrepancy regarding items deposited through the Services. You may be held responsible if you fail to notify ServU promptly of a suspected error, omission, or discrepancy. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. You agree to notify us immediately if you suspect any unauthorized activity has been conducted through the Services.

You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Services, copy or reproduce all or any part of the technology or Services; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, software and development made available to you.

13. Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- You are not aware of any factor which may impair the collectability of the item.

- All information you provide is accurate and true, and you have not knowingly failed to communicate any material information to us.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You also make all representations and warranties that we make (or are deemed to make) to any party pursuant to law, regulation or clearinghouse rule, including warranties we make under the UCC and Federal Reserve Bank rules.

14. Accountholder's Indemnification Obligation. You agree to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You agree to indemnify our technology partners, including but not limited to Digital Insight and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to your use of the Services, or other Digital Insight or Vertifi software or products, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

15. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE SERVICES OR RELATED TECHNOLOGY WILL BE CORRECTED.

16. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

17. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or

otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. You may not assign this Agreement. This Agreement is entered into in New York and shall be governed by the laws of the State of New York and of the United States.

18. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

19. Relationship. This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.