

CHRISTIAN FINANCIAL CREDIT UNION MOBILE CHECK CAPTURE DEPOSIT SERVICE AGREEMENT AND DISCLOSURE

This Agreement and Disclosure (“Agreement”) describes your rights and obligations as a user of the Mobile Check Capture Deposit Service (“Service”) provided by Christian Financial Credit Union. In this Agreement, the words “you” and “yours” mean those who submit a request for access to the Service. In this Agreement the words “we” and “us” and “our” and “ours” and “Credit Union” and “CFCU” mean Christian Financial Credit Union. This Agreement also describes the rights and obligations of Christian Financial Credit Union.

These terms and conditions contained in this Agreement are in addition to those that apply to any accounts you have with us, or any other services you obtain from us, including, but not limited to the Account Agreement and the Electronic Service Agreement, and any other agreements and disclosures provided to you (the “Related Agreements”). You must also follow all of our instructions and procedures applicable to the services covered by this Agreement. In the event of a conflict between this Agreement, the Related Agreements, and/or any of the other referenced documents, this Agreement shall control.

Please read this Agreement carefully. By requesting and using the Service, you agree to comply with the terms and conditions of this Agreement, and any amendments. If you do not wish to be bound by these terms and conditions, you may not access or use the Service.

The terms of this Agreement apply to consumer and business members, except as specifically provided in this Agreement.

Please visit <https://www.christianfinancialcu.com/Disclosures> or call (586)772.6330 to obtain the current Account Agreement and Fee Schedule.

About the Service: The Mobile Check Capture Deposit Service is designed to allow you to make deposits of checks (“original checks”) to your accounts in the Mobile Banking Application by taking pictures of original checks and delivering the digital images and associated deposit information to us or our designated processor with your mobile device.

The features of this Service are subject to change from time to time. We reserve the right, in our sole discretion, to add or eliminate Services, or otherwise modify the terms or features of any Service. Any change will begin to apply upon the effective date of the change and will apply only to your future use of the Service. By using these features when they become available, you agree to be bound by the rules that will be made available to you concerning these features.

Fees: Please refer to our Fee Schedule for a complete list of fees associated with the Service. From time to time, the fees may be changed. We will notify you of any changes as required by law.

Limitations of the Service: When using the Service, 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. You may access the Service 24 hours a day, 7 days a week. However, availability of the Service may be suspended for brief periods of time for purposes of maintenance, updating, and revising the software.

This Service has qualification requirements, and we reserve the right to change the qualifications at any time without notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or to terminate your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

In the event the Service is not available to you, you acknowledge that you can deposit your check at any CFCU ATM or branch location, at a Co-Op Shared Branch location, or by mail.

Eligible Accounts: You may use the Service to deposit into any Credit Union checking account, money market, and/or savings accounts. Retirement and certificate accounts are not eligible. Your accounts must be in good

standing, and you must be the owner, joint owner, primary or secondary administrator, or sub user of record of the account into which you attempt to make a deposit. We reserve the right to restrict access to your accounts at any time without prior notice. You may not use the Service to deliver a check to us to make a payment on your credit card account or any other loan account you have with us.

Deposit Limits: We have established limits on the dollar amount and number of items that you may transmit using the Service and may modify those limits from time to time. You can view your limits within the Service. 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 that deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Ineligible Items: You agree to scan and deposit only checks as defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that you will not image and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks made payable to any person other than you.
- Checks made payable to persons or entities other than you or your business on business accounts .
- Checks that have been altered in any way, or that 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 is drawn.
- Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC. Checks previously returned not payable as a result of insufficient funds, stop payment, or other related reasons.
- Savings Bonds.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks that are postdated for after the date of deposit.
- Checks or items prohibited by Christian Financial Credit Union's current procedures relating to the Service or which are otherwise not acceptable under the terms of your credit union account. Please contact us for current information concerning which items fall within this category.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution or that have otherwise been deposited with Christian Financial Credit Union or any other financial institution, including checks that have been returned unpaid.

Endorsements and Procedures: You agree to endorse each check transmitted through the Service with your signature and/or business name, "For CFCU Mobile Deposit Only", and your account number underneath your signature. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility, and we will have no responsibility for any such delay or processing error.

A check payable to two payees must be endorsed by both payees. If the check is payable to you *or* your joint owner, either of you can endorse it. If the check is made payable to you *and* your joint owner, both of you must endorse the check.

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 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.

You also agree to follow all other procedures and instructions for use of the Service as Christian Financial Credit Union may establish from time to time.

Receipt of Deposited Items: All images processed for deposit will be treated as deposits under the current Account Agreement with us and will be subject to all terms of the Agreement. When we receive an image, we will confirm receipt within the Service. This confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your account. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. We are not responsible for items we do not receive, such as an image that is dropped during transmission.

We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We reserve the right to charge back to your account at any time any item that we subsequently determine was an ineligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds: You understand and agree that items transmitted using the Service are not subject to the funds availability requirements of Reg. CC or our Funds Availability Policy as it applies to items you deposit in person. Our general policy is to make the funds deposited available on the second business day after the deposit is received. If the item deposited is \$225 or less, funds will be made available immediately after the deposit is received. If the item deposited is greater than \$225 but less than \$5,525, funds will be available on the second business day after the deposit is received. If the item deposited is \$5,525 or more, funds will be made available on the seventh business day after the deposit is received.

Christian Financial Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Credit Union, in its sole discretion, deems relevant. For the purposes of this Agreement, a business day is Monday through Friday, excluding all holidays observed by the Federal Reserve System and days with limited business hours such as Christmas Eve and New Year's Eve.

In some cases, we may not make funds deposited using the Service available in accordance with this general policy. Should this occur, a communication will be sent to you informing you as to when your funds will be available. In the event we receive an item you transmit through the Service where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time, such as until the item is either paid or returned. In such cases, we will notify you of this action.

Security: You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits.

Disposal of Transmitted Items: You agree to retain the original copy of each check that you transmit through this Service for at least sixty (60) calendar days from the date of the image transmission. After that 60-day period, you agree to destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to promptly provide it to Christian Financial Credit Union upon request and agree that we may retain it or present it through the banking system for payment (if not previously paid) if we so desire. We will give you a receipt for any check we choose not to return to you.

Presentment: The manner in which any item transmitted through the Service is cleared, presented for payment, and collected shall be in Christian Financial Credit Union's sole discretion, subject to the Account Agreement governing your account in which the item is deposited.

Presenting Checks More than Once: Once you have used the Service to deposit a check, you agree not to present, or allow anyone else to present, that original check or a substitute check of the original check again for deposit through the Service or by any other means. If you or anyone presents a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend, and hold Christian Financial Credit Union harmless from and against all liability and damages that may result from any claims, suits, or demands from third parties with respect to such check or substitute check. You agree that we may debit your Christian Financial Credit Union account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other accounts with Christian Financial Credit Union in our sole discretion.

Returned Check Deposits: Any credit to your account for checks deposited using the Service is provisional and you agree to indemnify the Credit Union against any loss we suffer because of our acceptance of the remotely deposited check. If original checks deposited through the Service are dishonored, rejected, or otherwise returned unpaid by the drawee financial institution, or are rejected or returned by a clearing agent or collecting financial institution, 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, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our prior written approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Representations and Warranties: You make the following warranties and representations with respect to each image you transmit using the Service:

- You will not transmit any ineligible items.
- You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of the check transmitted to Christian Financial Credit Union is a true and accurate image of the front and back of the original paper check, has not been altered in any manner by you or any third party acting on your behalf, and the drawer of the check has no defense against payment of the check.
- You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that 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 will not transmit any files or images to us that contain viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

- You will comply with all federal and state laws, and rules and regulations applicable to Mobile Check Deposit transactions, including those of the National Automated Clearing House for ACH transactions.
- All information you provide to Christian Financial Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations in using this Service.

In the event you breach any of these representations or warranties, you agree to defend, indemnify, and hold harmless the Credit Union, its licensors and service providers, and their respective officers, directors, employees, contractors, agents, suppliers and/or resellers from and against any liabilities, costs, damages, and expenses (including settlement costs and reasonable attorneys' fees) arising from any and all claims from any person or entity resulting from or relating to your use of the Service and with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim, or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

Your Responsibility: You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable images to us.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners retain all rights, title, and interests in and to the Services, Software, and Development made available to you.

You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of the Service. You assume exclusive responsibility for the consequences of any instructions given to the Credit Union, for your failure to access the Service properly in a manner prescribed by the Credit Union and for your failure to supply accurate input information.

Cooperation with Investigations: You agree to cooperate with us in the investigation of unusual transactions or poor-quality transmissions, and in the resolution of claims related to items transmitted through the Service, 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.

Compliance with Law: You will use the Service for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations.

Amending and Terminating This Agreement: This Agreement will remain in effect until it is amended or terminated. The Credit Union has the right to terminate this Agreement for any reason at any time. We may send you notice of any termination, but we are not required to do so unless applicable law requires us to provide such notice. Once we terminate this Agreement, no further deposits can be made. The Credit Union also has the right to make changes to this Agreement at any time. We will send you notice of any changes where required to do so under applicable law. Any use of the Service after we send you a notice of change shall constitute your acceptance of such changes.

You may terminate this Agreement at any time by notifying us in writing. Any instructions from you to make deposits will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your written notice, no further deposits can be made. You are not permitted to amend or alter this Agreement without our express consent. Any attempt to do so will be void and unenforceable.

Warranty Disclaimer: YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

Limitation of Damages: EXCEPT WHERE OTHERWISE REQUIRED BY LAW, NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS AND LICENSORS, NOR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS ARE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, REVENUE OR DATA, WHETHER IN AN ACTION BASED IN CONTRACT, TORT, OR WARRANTY, CAUSED BY THE CREDIT UNION, THE SERVICE OR THE USE THEREOF, OR ARISING OUT OF THE INSTALLATION, USE OR MAINTENANCE OF ANY PRODUCTS OR SERVICES SUBJECT TO THIS AGREEMENT. EXCEPT AS OTHERWISE REQUIRED BY LAW, NEITHER WE NOR OUR SERVICE PROVIDERS AND LICENSORS, SHALL BE LIABLE FOR ANY ACTION OR INACTION EXCEPT FOR OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT AS MAY BE OTHERWISE REQUIRED BY LAW, YOU AGREE THAT IN NO EVENT SHALL THE CREDIT UNION'S LIABILITY TO YOU EXCEED YOUR ACTUAL DAMAGES OR AN AMOUNT EQUAL TO AMOUNTS PAID BY YOU FOR THE SERVICE IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE ALLEGED ACTION OR INACTION GIVING RISE TO YOUR CLAIM, WHICHEVER IS LESS.

Related Agreements: In addition to this Agreement, you agree to comply with and be bound by all terms and conditions of the Related Agreements, and with all applicable laws and regulations. Please refer to the Related Agreements for additional terms and conditions and other disclosures that apply to your account.

Section Headings: Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

Entire Agreement: This Agreement together with the Related Agreements, constitutes the entire Agreement between you and the Credit Union and supersedes all other proposals either oral or written between you and the Credit Union on this subject.

Arbitration: This Agreement is subject to the Resolution of Disputes by Arbitration provision found in your Account Agreement. Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision, you are liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.