

This Mobile Check Deposit User Agreement and Disclosures contains the terms and conditions of the use of mobile check deposit services and is a supplement to the Membership Agreement and Disclosures and other agreements between Northern Hills Federal Credit Union (the Credit Union) and you. In the event of conflict or discrepancy between this Agreement and other agreements entered into between you and Northern Hills Federal Credit Union regarding the subject matter herein, this Agreement shall take precedence.

In this agreement, the words you, your, and yours mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words we, us, and our mean the Credit Union. The word account means any one (1) or more savings and checking accounts you have with the Credit Union.

Mobile Check Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information to us or our processor with your Mobile Device. After you login to download the app for Mobile Banking, you are automatically enrolled for Mobile Deposit.

You understand that your use of the Mobile Check Deposit service constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. We may amend, modify, add to, delete from, or change the information or terms for Mobile Check Deposit indicated in this Disclosure and Agreement from time to time without notice to you, and your continued use of the Mobile Check Deposit service constitutes your agreement of these changes to information and terms.

Limits

We may establish limits on the dollar amount and/or the number of items or deposits. 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, and we will not be obligated to allow such a deposit at other times.

Eligible Items

You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand).

You agree that you will not use Mobile Check Deposit to deposit:

- Third-party checks.
- Money orders.
- Substitute checks.
- Checks purported to be a lottery or prize winning.
- Checks with qualified or conditional endorsements (for example: "Payable to Northern Hills Federal Credit Union without recourse").
- Checks payable to more than one individual where all parties are not signers on the account (this includes government checks).
- Any item stamped "non-negotiable".
- Bonds.
- Any item issued by a financial institution in a foreign country or in foreign currency.
- Any item that is "stale-dated" or "post-dated."
- Any item that is incomplete (i.e., missing date, missing payee, improper endorsement including the word "Mobile Deposit", etc.).
- Any item that contains evidence of alteration to the information on the check.
- Any check endorsement that contains numeric or special characters such as the "@" symbol.

Requirements

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.

Endorsements must be made on the back of the share draft or check within 1 inch from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "For Mobile Deposit At NHFCU". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

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 the check. If the check is made payable to you and your joint owner, both of you must endorse the check.

You are required to keep the check a minimum of ten (10) business days after making your deposit to ensure that your check has been properly processed in our system. After the tenth (10th) business day, you are required to mark the check as void with a marker or pen and securely destroy.

Receipt of Deposit

Upon receipt of an image, you will receive a confirmation of receipt. This confirmation does not verify that the image is acceptable for deposit. It only confirms that the image has been sent and verifies the item amount. You may be asked for additional images of the check or for more information before the image will be considered for deposit.

Original Checks

You agree that you will never re-present the original check. You understand that you are responsible if anyone asked to make a payment based on an original check that has already been paid.

Returned Deposits

Any credit to your account for checks deposited using Mobile Check Deposit is provisional. If original checks deposited through Mobile Check Deposit are dishonored, rejected, or otherwise returned unpaid by the drawer 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 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 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 a 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.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation, or clearinghouse rule. You agree that 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.

Compliance With Law

You will use Mobile Check Deposit 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.

Mobile Check Deposit Unavailability

Mobile Check Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and Internet software. In the event that Mobile Check Deposit is unavailable, you may deposit original checks at our locations or through our ATMs.

Funds Availability

You agree that items transmitted using the Mobile Check Deposit service are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. Mobile check deposits are deposited in near real time. Some deposits are subject to review and funds may not be available for immediate withdrawal, deposit, or may be rejected. Holds may apply on deposits.

Mobile Deposit 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. You will notify us immediately by telephone and with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this agreement.

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 Mobile Check Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable images to us.

Accountholder's Indemnification Obligation

You understand and agree that you are required 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 Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to CU*Answers, and hold harmless CU*Answers, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions, or demands, including to 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. You understand and agree that this paragraph shall survive the termination of this Agreement.

Disclaimer of Liabilities

You agree that your use of any remote banking service 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 any remote banking service; whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no that any remote banking service 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 any remote banking service or technology will be corrected.

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.