

MOBILE CHECK DEPOSIT SERVICES AGREEMENT

This Mobile Check Deposit Services Agreement ("Agreement") contains the terms and conditions for the use of Dannemora Federal Credit Union (the "Credit Union"), Mobile Check Deposit Services ("Services"). In this Agreement, the terms Credit Union or its affiliates may be referred to as ("CU", "us," or "we") and you may be referred to as ("you" or "User").

Mobile Check Deposit ("Mobile Deposit") is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by capturing the original checks on your mobile device and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device.

All requirements and obligations in the Deposit Account Agreement relating to checks are applicable to your use of Mobile Deposit, including the Funds Availability Disclosure. You must be enrolled in both Internet and Mobile Banking services to use Mobile Deposit. Mobile Deposit is a convenience. We reserve the right to discontinue your use of Mobile Deposit for any or no reason at our discretion.

Limits. We establish limits that apply to the dollar amount of checks that may be deposited using Mobile Deposit both on a Business-Day Daily Limit basis and on a Calendar-Day Monthly Limit basis. We reserve the right to modify such limits from time to time or to impose different limits at our discretion. If you attempt to initiate a deposit in excess of the limits we establish, 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 any future deposits to exceed these limits.

Eligible items. You agree to capture and deposit through your mobile device only checks payable on demand (i.e., drafts drawn on United States financial institutions only; this includes banks, credit unions, savings and loans, or other financial institutions).

You also agree that you will not use Mobile Deposit to deposit the following items:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you; third-party checks).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration 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.
- Other items such as IRS checks, savings bonds, money orders, checks not drawn on domestic U.S. banks (foreign checks), Treasury checks, traveler's checks or other items at the Bank's discretion.

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. Your endorsement must include your signature and "for mobile deposit." Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

You will not attempt to make duplicative deposits using the same check either through Mobile Deposit or through other means.

You agree to follow any and all other procedures and instructions for use of the Services as the Credit Union may establish from time to time.

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 prior to capturing for deposit.

Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement. Any confirmation from us that we have received the image does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for Mobile Deposit into your account. We will notify you of rejected images.

Original Checks. After we have confirmed receipt of the image, you must securely store the original check for fourteen (14) calendar days after transmission to us and verify the deposit is in your account. Upon our request from time to time, you will deliver to us within ten (10) calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by shredding it. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present 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.

Returned Deposits. Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are 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, 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 or warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was timely made.

You agree that you shall accept a returned deposit made via Mobile Deposit at any time in the event a return was caused by or resulted from your failure to comply with this Agreement. In the event of a return, you agree that the return may be made in any legally acceptable form (including without limitation, image, image replacement document, or MICR memo). You may only present the check for deposit, in connection with a returned deposit, only by delivery of the tangible check and only upon our prior written approval.

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, date, payee(s), signature(s) and endorsement(s) on the image and on the original check are legible, genuine and accurate.
- You will only transmit eligible items.
- 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 if the item 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 you and no other party will submit the original check for payment.
- You will not re-deposit or re-present the original item.
- All information you provide to the Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You will inform us of any changes to your email address.
- You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision.

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 Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit eligible items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability. Mobile Deposit may be temporarily unavailable 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 Deposit is unavailable, you may deposit original checks at our branches or through our ATMs.

Funds Availability. For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and Federal holidays. Check deposits made via Mobile Deposit before 2:00 p.m. on a Business Day will be available on the following Business Day for accounts opened longer than 60 days. Deposits made after 2:00 p.m. or on holidays or days that are not Business Days are considered made the following Business Day. See your Deposit Account Agreement for the full Funds Availability Disclosure.

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 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.

Errors. You agree to notify the Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than thirty (30) days after the applicable account statement is sent or made available. Unless you notify the CU within thirty (30) days, such statement regarding all deposits made through the Services shall be deemed correct.

Errors in Transmission. By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. The Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

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 Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate,

incorrect or otherwise improper or unusable images to us.

You are responsible for your own hardware and software, including all telecommunications fees, connectivity problems, interruptions and related issues.

DISCLAIMER OF WARRANTIES. 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 WARRANTY 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.

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