

MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

This Agreement contains the terms and conditions for the use of the Department of the Interior Federal Credit Union's Mobile Deposit Service and/or other remote deposit capture services that the Department of the Interior Federal Credit Union or its affiliates ("CU", "us" or "we") may provide to you ("member", "you" or "User"). Other agreements you have entered into with CU, including the Deposit Account Terms & Conditions governing your account, are incorporated by reference and made a part of this Agreement.

1. **Services.** The Mobile Deposit Service ("Service") is designed to allow you to make deposits to your share or share draft accounts, or payments to a loan, from home or other remote locations by scanning checks ("original checks") and delivering the images and associated deposit information to CU or CU's designated processor with your Mobile Device. You may use this service for non-business, personal use in accordance with this Agreement.
2. **Fees.** There is currently no charge for the Service. All other fees related to deposit and loan accounts apply. The Fee Disclosure will be updated, and members provided at least 30 days' notice, should a fee be instituted in the future. Your continued use of the Service will indicate your acceptance of any such change to the fee charged for the Service.
3. **Acceptance of These Terms.** This agreement applies to consumer accounts only. Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change by CU from time to time. We will notify you of any material change via email or on our website by providing a link to the revised Agreement. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, CU reserves the right, in its sole discretion, to change, modify, add, or remove certain functions or other provisions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service. CU reserves the right to terminate this agreement without notice at any time.
4. **Eligibility and Qualification Requirements.** To qualify for this Service, you must meet eligibility criteria as dictated by CU.
5. **Limitations of Service.** When using the Service, you may experience technical or other difficulties (i.e. sign on, connectivity, scanning, check acceptance, etc.). We are not liable and will not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. Service 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 Service is unavailable, you acknowledge that you can deposit your original check, or make loan payments, at our branches or through a participating ATM or by mailing the original check to: Interior FCU 12201 Sunrise Valley Dr. MS 700 Reston, VA 20192.
6. **Eligible Items.** You agree to scan and deposit only checks, as check defined in Federal Reserve Regulation CC ("Reg CC"). You agree that you will not use the Service to scan and deposit any checks or other items as shown below:

- Checks or items initially payable to any person or entity other than you (i.e. payable to another party and then endorsed to you).
 - Checks payable to you and another party who is not a joint owner on the account.
 - 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.
 - Checks or items dated more than 6 months prior to date of deposit.
 - Checks or items prohibited by CU's current procedures relating to the Service or which are otherwise not acceptable under the terms of your CU account.
 - US Savings Bonds
 - Postdated checks
 - IRA and share certificates
 - Starter or counter checks
 - Amex Gift Cheques
7. **Image Quality.** The image of an item transmitted to CU using the Service must be legible. 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 Service allows for the electronic transmission of items only (i.e. scanned and transmitted via a secure online banking session). The image quality of the items must comply with the requirements established by American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
8. **Endorsements and Procedures.** Your endorsement must include your signature and you agree to restrictively endorse any item transmitted through the Service as "For Mobile Deposit Only at Interior FCU" or as otherwise instructed by CU. You agree to follow any and all other procedures and instructions for use of the Service as CU may establish from time to time. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by CU from any other deposit accounts you hold with CU, in its sole discretion. You further acknowledge that you, and not CU, are responsible for the processing and handling of any original items, which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the Service or liability arising from CU's printing of any substitute check from those images. 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 it. If the check is made payable to you and your joint owner, both of you must endorse the check.

9. **Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to us. We are not responsible for items we do not receive or for images that are not transmitted completely. An image of an item shall be deemed received when we transmit a confirmation to you that we received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. You agree that prohibited items, if deposited at CU, will be deposited via an alternative method and not by using the Service. The manner in which the items are cleared, presented for payment, and collected shall be in CU's sole discretion subject to the Deposit Account Terms & Conditions governing your account. Deposited items subsequently returned to CU for any reason will be processed in accordance with our normal returned item procedure.
10. **Availability of Funds.** Funds from deposited items will be available according to Credit Union's Regulation CC funds availability disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited via Mobile Deposit session are considered received by the Credit Union when the Mobile Deposit capture system expressly indicates that the checks were received by or delivered to Credit Union. Member agrees that the scanning and transmitting of checks does not constitute receipt by Credit Union. Checks scanned and transmitted via Mobile Deposit will be considered received by the Credit Union on the day of receipt. For the purpose of establishing funds availability, the Member's deposits via a Mobile Deposit session are deemed to be received by the Credit Union at the time the system indicates a successful transaction is completed. Acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors.
 - **RESERVATION OF RIGHT TO HOLD-** Funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit.
 - **SPECIAL RULES FOR NEW ACCOUNTS —** If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from all check deposits will be available on the fifth business day after the day of your deposit.
 - **LONGER DELAYS MAY APPLY —** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
 - We believe a check you deposit will not be paid.
 - You redeposit a check that has been returned unpaid.
 - You have overdrawn your account repeatedly in the last six (6) months.
 - There is an emergency, such as failure of communications or computer equipment.
 - **LOAN PAYMENTS –** Payments will be posted the day of receipt of the check. The payment may be posted the day after receipt as long as it does not cause any fees or other charges to be added to the loan.
11. **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 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.

12. **Check Retention & Destruction.** Member agrees that all items belong to Member and not to Credit Union and those items shall be handled in accordance with this Agreement and the Help File. After receipt by Credit Union of any transmission by Member of imaged items for deposit to Member's account, Credit Union will acknowledge by electronic means its receipt of such electronic transmission. Member's electronic transmission is subject to proof and verification. Member shall retain the original of all imaged items that have been deposited via Mobile Deposit for a reasonable period of time (i.e. 60 days) in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days, from the date processed, and shall properly destroy and dispose of such original checks after such time. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to CU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for CU's audit purposes. During the period that the Member maintains the original checks, the Member understands and agrees that it must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Mobile Deposit Capture service) and (ii) unauthorized use of information derived from the original checks. When Member destroys, and disposes of, the original checks pursuant to the requirements of this Agreement, the Member understands and agrees that it must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized person during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.) 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.

13. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time.
14. **Your Responsibility.** You are solely responsible for scanning deposit items, accessing the Service from CU and for maintaining your own scanning equipment and mobile device. Not all scanning equipment/mobile device will produce a useable image. You will be responsible for the payment of all telecommunications expenses associated with the Service. CU shall not be responsible for providing or servicing any equipment for you. 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.

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, inclusive of, but not limited to, Intuit, Inc. and Ensenta Corporation, retain all rights, title and interests in and to the Services, Software and Development made available to you.

15. **Errors.** You agree to notify CU of any suspected errors regarding items deposited immediately and in no event later than 60 days after the applicable account statement is made available to you. Unless you notify CU within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against CU for such alleged error.
16. **Security Requirements.** To prevent unauthorized usage of the Service, you agree to ensure the security of any equipment or mobile device you own and use to access the Service. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your equipment or 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 credit union immediately 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.
17. **Ownership and License.** You agree that CU retains all ownership and proprietary rights in the Service, associated content, technology, and website. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose, which would be contrary to CU's business interest, or (iii) to CU's actual or potential economic disadvantage in any aspect. You may use the Service only for non-business, personal use in accordance with this Agreement. You may not copy,

- reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.
18. **Disclaimer of Warranties.** You agree your use of the 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 the 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 the service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the service or technology will be corrected.
19. **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 profit, goodwill, use, data or other losses resulting from the use or the inability to use the service 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 this service, regardless of the form or action or claim (whether contract, tort, strict liability or otherwise), even if CU has been informed of the possibility thereof.
20. **Force Majeure.** CU shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond CU's reasonable control.
21. **Termination.** CU may immediately suspend or terminate Member's access to the Service in the event that CU reasonably determines such suspension or termination is necessary in order to protect the Service or CU from harm or compromise of integrity, security, reputation, or operation.
22. **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 will only transmit eligible items.
 - All checks scanned through image transport are made payable to the member
 - Images will meet the image quality standards.

- You will not transmit duplicate items.
- All signatures on each check are authentic and authorized
- Each check has not been altered
- You will not deposit or represent the original item once it has been scanned and sent through this Service unless specifically requested to do so by CU.
- All information you provide to CU is accurate and true.
- You will comply with all federal and state laws, and rules and regulations applicable to online transactions, including those of the National Automated Clearing House for ACH transactions.
- You will use Mobile Deposit for lawful purposes and in compliance with the Agreement and all applicable rules, laws and regulations.
- Items you transmit do not contain viruses.
- 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.

You agree to indemnify and hold harmless CU and its employees and agents, from any loss for breach of this warranty provision.

23. **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 Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.
24. **Other Terms.** You may not assign this Agreement. This Agreement is entered into in the District of Columbia and shall be governed by the laws of the District of Columbia and of the United States. Exclusive venue for any disputes under this Agreement shall be in a court of competent jurisdiction in the District of Columbia. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.
25. **Remote Deposit Unavailability.** Remote 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 Remote Deposit is unavailable, you may deposit original checks, or make loan payments, at our branches or through our ATMs or by mailing the original check to: Interior FCU 12201 Sunrise Valley Dr. MS 700 Reston, VA 20192

Electronic Signature. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "I Accept" button below in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "I Accept" button, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. When you click on the "I Accept" button, you also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement in non-electronic form.

