

## MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

Mobile 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 (“images”) to us or our processor with your mobile device. After you login to Mobile Banking, you may apply for Mobile Deposit.

In this Agreement, the words “you,” “your” or “user” mean the member that applied for and/or uses Mobile Deposit as described in this Agreement. The words “NEFCU,” “us” and “we” mean New England Federal Credit Union.

**Eligibility.** Access to Mobile Deposit is granted based on your account history and/or the underwriting process through NEFCU Business Services. We reserve the right, in our sole and absolute discretion, to revoke your access at any time.

**Limits.** Mobile Deposit limits are as follows:

- Personal accounts for members 17 years of age or under: \$250 per deposit and \$250 per day, with a \$750 rolling 30-day limit.
- Personal accounts for members over the age of 18: \$7,500 per deposit and \$7,500 per day, with a \$20,000 rolling 30-day limit.
- Business accounts (Please note Tier 2 through Tier 5 require Business Services Application and underwriting):
  - Tier 1 - \$10,000 per deposit and \$10,000 per day, with a \$30,000 rolling 30-day limit.
  - Tier 2 - \$50,000 per deposit and \$50,000 per day, with a \$100,000 rolling 30-day limit.
  - Tier 3 - \$100,000 per deposit and \$100,000 per day, with a \$500,000 rolling 30-day limit.
  - Tier 4 - \$300,000 per deposit and \$300,000 per day, with a \$1,000,000 rolling 30-day limit.
  - Tier 5 - \$500,000 per deposit and \$500,000 per day, with a \$2,000,000 rolling 30-day limit.

We reserve the right to modify limits from time to time, or to impose different limits on a case by case basis.

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 or other financial institution and payable on demand.)

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

- Checks 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 that contain evidence of alteration.
- Checks you know or suspect, or should know or suspect, that are fraudulent or are not authorized by the owner of the account on which the check is drawn.
- Checks that have been previously submitted or negotiated.
- Checks that are “stale dated” or “post dated.”
- Checks that are payable in a foreign currency or that are issued by a financial institution located outside of the United States.

**Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you, completed by the person making/owning the check (the “drawer”), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, the drawer’s original 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 check image quality must meet 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 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must be made exactly as the check is made payable and include “For Mobile Deposit at NEFCU.” Any loss we incur from a delay or processing error resulting from a missing or irregular endorsement or other markings by you will be your responsibility.

All checks must be endorsed as written. If the check is made payable to you and your joint owner, you both must endorse the check.

**Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Membership Agreement with us and will be subject to all terms of the Membership Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until you have confirmed receipt from us. Confirmation does not mean that the image contains no errors or that it will be accepted. It simply means we have received the item. 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. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your account due to an item being rejected.

**Original Checks.** After you receive confirmation that we have received an image, you must securely store the original check **for 45 calendar** days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will promptly deliver to us, at your expense, the requested original check in your possession. If not provided in a timely manner, any amounts previously credited will be withdrawn from your account. Promptly after the 45-day period expires, you must destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *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 legally responsible if you present a check that has previously been presented for payment or that already has 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 notice of the return and 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 previously 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 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 check 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 only 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 Deposit Unavailability.** Mobile 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. We cannot assume responsibility for any technical difficulties or resulting damages that you may incur. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches, through our ATMs, or by mailing the original check to: P.O. Box 527, Williston, VT 05495-0527 .

**Funds Availability.** Funds will be available as described in our Funds Availability Disclosure. Mobile Deposits confirmed as received on a business day will be credited to your account no later than end of day the next business day. Our business days are Monday through Friday, except holidays.

**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 to 800-400-8790, 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 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 change your email address, as this is the email address we will use to communicate with you regarding your Mobile Deposit transactions and this service.

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, Digital Insight and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

**In Case of Errors.** You agree to notify NEFCU of any suspected errors regarding items deposited through Mobile Deposit immediately, and in no event no later than 60 days after the applicable periodic account statement is sent to you. You are responsible for any errors that you fail to bring to our attention within such time period.

**Change in Terms.** NEFCU reserves the right to change the terms for Mobile Deposit services indicated in this Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of the Service after receipt of notification of any change constitutes your acceptance of the change.

**Relationship to Other Disclosures.** The information in this Agreement applies only to the Service described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of your account.

**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 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 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 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 to NEFCU or your use of the Services, Vertifi or Digital Insight Applications, 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.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY MOBILE DEPOSIT 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 MOBILE DEPOSIT 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 MOBILE DEPOSIT 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.