

Anoka Hennepin Credit Union

Mobile Deposit User Addendum To AHCU Digital Services Agreement

You can review, download and print the most current version of this Addendum at any time at www.ahcu.coop. You should print a paper copy of this Addendum and retain a copy for your records.

This Mobile Deposit User Addendum ("**Addendum**") contains the terms and conditions for your use of the Mobile Deposit Service that Anoka Hennepin Credit Union (AHCU) is providing to you ("you," or "User") through Digital Services. This Addendum supplements and becomes part of AHCU's Digital Services Agreement with you. The Digital Services Agreement, this Addendum, your Membership and Account Agreement, and other separate agreements, documents and disclosures relating to your Deposit Accounts (defined below) we us, as amended from time to time, are collectively the "**Account Documentation**" between you and us. The applicable terms of your other Account Documentation, including any disclaimers of warranty, security procedures, limitations on our liability, indemnity, amendments, termination rights, communications, governing law, are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects with respect to the Mobile Deposit Service, except as amended hereby. Capitalized terms used but not otherwise defined in this Addendum shall have the meaning ascribed to such terms in the AHCU's Digital Services Agreement. As used in this Addendum, the words "you" and "your" refer to each owner or Authorized Representative of a Deposit Account using the Mobile Deposit Service. The words "we," "us," and any other variation thereof refer to AHCU, including our directors, officers, employees, contractors, service providers, agents or licensees. By clicking the "Accept" button below or by using or continuing to use the Mobile Deposit Service, you agree to this Addendum.

1. Service. The Mobile Deposit Service ("**Service**") is designed to allow you to make mobile deposits (each such deposit a "**Mobile Deposit**" and collectively "**Mobile Deposits**") to your checking or money market accounts ("**Deposit Accounts**") from home or other remote locations by scanning checks and delivering the images and associated deposit information to AHCU or AHCU's designated processor ("**Processor**"). You may use the Service in connection with Deposit Accounts you have enrolled for Digital Services. *You acknowledge and agree that a Mobile Deposit made by you using the Service is not an "electronic funds transfer" as that term is defined in the Consumer Financial Protection Bureau's Regulation E.* The Mobile Device must capture an image of the front and back of each check ("**Check Images**") to be deposited in accordance with the

procedures outlined in this Addendum and any instructions provided to you within our Digital Services (“**Procedures**”). Subject to compliance with the terms, provisions and conditions of this Addendum, and the Procedures, we will process the Mobile Deposit and enter the Check Images into the collection process, in accordance with the provisions of our then current Account Documentation pertaining to the Deposit Account into which the Mobile Deposit is to be made. You acknowledge and agree that we may discontinue, and/or change the terms of the Mobile Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to you or any third party except as may be required by law.

2. Acceptance of these Terms. Your use of the Service constitutes your acceptance of this Addendum. This Addendum is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Addendum or by an online secure message. Your continued use of the Service will indicate your consent to be bound by the revised Addendum and any change to the Service.

3. Activation and Eligibility. To activate the Service, you must first enroll through Digital Services and meet our eligibility requirements. Only Deposit Accounts in good standing and enrolled in Digital Services will be eligible for the Service. Deposit Accounts with excessive returned checks or ACH transactions, negative balances, other negative account history or any other criteria we may establish from time to time will not be granted access to use the Service. Deposit Accounts granted access to the Service may be denied future transactions if the Deposit Accounts are no longer in good standing.

4. Limitations of Service; Unavailability; Contingency Plan. The 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. You acknowledge that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or otherwise comply with the terms herein or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you may deposit original checks with us at one of our branch locations or through our ATM or a participating ATM network until such time that the outage interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Service. The deposit of original checks at a branch or ATM shall be governed by the terms and conditions of your other Account Documentation, and not by the terms of this Addendum. Notwithstanding the foregoing, and to the extent applicable, Section 17 below

dealing with warranties shall apply to the deposit of the original check(s). It is your sole responsibility to verify that Check Images transmitted using the Service have been received and accepted for Mobile Deposit.

5. Hardware and Software. In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software that meet all technical requirements for the proper delivery of the Service and that fulfill your obligation to obtain and maintain secure access to the Service. You understand and agree that you may incur, and shall pay, any and all expenses related to the use of your Mobile Device, including, but not limited to, wireless carrier service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Service. AHCUC is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements to your Mobile Device or software. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using your Mobile Device, electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device, or failures of or interruptions in any electrical, wireless carrier or Internet services.

6. Fees. We may charge fees for the Service. You are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your deposit. AHCUC may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize AHCUC to deduct any such fees from any AHCUC account in your name. You are responsible for any fees or other charges that your wireless carrier may charge for any data or message services related to the use of the Service, including, without limitation, SMS text messaging.

7. Eligible items. You agree to only scan and deposit a check as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You cannot deposit money orders using the Service. You agree that you will not scan and deposit any

of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited.
- Checks containing an alteration 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 is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a “substitute check” or “image replacement document” as defined in Reg. CC.
- 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 or items prohibited by the Procedures relating to the Service or which are otherwise not acceptable under the terms of your Account Documentation.
- Checks payable on sight or payable through “drafts”, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this Addendum or Procedures.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
- Checks that are in violation of any federal or state law, rule, or regulation.

Checks described above are each a “**Prohibited Check.**” If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) we may incur associated with any warranty, indemnify or other claim related thereto. You grant us a security interest in all Deposit Accounts or other deposits (whether general or special) of yours at AHCU, and in all funds in such Deposit Accounts or other deposits, to secure your obligations to us under this Addendum. This security interest will survive termination of this Addendum.

8. Endorsements, Requirements and Procedures. Before capturing a picture of the back of the check, you agree to restrictively endorse any item transmitted through the Service as follows:

(Your Signature)

For Mobile Deposit Only

Account # _____

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint Deposit Account owner, either of you can endorse it. If the check is made payable to you and your joint Deposit Account owner, both of you must endorse the check. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

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, full MICR information, signature(s), the amount of the check, the payee of the check, the date of the check, the check number, 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, ECCHO Rules, the Federal Reserve, and any other regulatory agency, clearinghouse or association. You agree to follow any and all other procedures and instructions for use of the Service as AHCU may establish from time to time. You agree that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agree to assume any and any all losses resulting from claims based on security features that do not survive the image process.

9. Receipt of Items. We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from AHCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. You agree that we have no obligation to accept a Mobile Deposit and, therefore, may reject any Mobile Deposit or Check Image or other information contained therein submitted by you. We shall have no liability to you for the rejection of a Mobile Deposit or Check Image or other information contained therein or for the failure to notify you of such rejection. We further reserve the right to charge back to your account at any time, any item that

we subsequently determine was not an eligible item. You agree that AHCUC is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

If we determine that you have not complied with this Addendum or followed AHCUC's Procedures, or if errors exist in the Check Image or other information contained in the Mobile Deposit, we, in our sole discretion, may either reject the Mobile Deposit or elect to correct the error and accept and process the corrected Mobile Deposit. As a form of correction, we may credit your Deposit Account for the full amount of the corrected Mobile Deposit and make any necessary adjustments to the Deposit Account to correct the error.

10. Availability of Funds. You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. As such, longer hold periods may apply. In general, if an image of an item you transmit through the Service is received and accepted before 2:00 PM Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available within three to five business days from the day of deposit. AHCUC 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 AHCUC, in its sole discretion, deems relevant. You acknowledge that all credits given by us for a check are provisional, subject to verification and final settlement.

11. Disposal of Transmitted Items. Upon your receipt of a confirmation from AHCUC that we have received an image that you have transmitted, you agree to securely store and retain the original check for a period of 30 calendar days from the date of the image transmission ("**Retention Period**"). During this Retention Period, you shall take appropriate security measures to ensure that: (a) only you shall have access to original checks; (b) the information contained on such checks shall not be disclosed; (c) such checks will not be duplicated or scanned more than one time; and (d) such checks will not be deposited or negotiated in any form. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID," write or stamp "SCANNED" on the face of the check, or otherwise render it incapable of further transmission, deposit, or presentment. After destruction of an original check, the image will be the sole evidence of the original check. During the time the retained check is available, you agree to promptly provide it to AHCUC upon request. If not provided in a timely manner, such amount will be reversed from your Deposit Account. You agree to indemnify us for, and hold us harmless from and against, any and all claims, demands,

actions, causes of action, losses and damages, or whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original checks by you. You agree that you will never represent 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.

12. Deposit Limits and Cut-Off Times. We may establish limits on the dollar amount and/or number of items or Mobile Deposits that you transmit using the Service and modify such limits from time to time (collectively the “Limits”) at our sole discretion. 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 Addendum, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$2,500.00 per business day. There is no daily or monthly statement cycle limit on the number of items, as long as the respective Limits are not exceeded. Daily and monthly deposit limits may vary for users of other services. To be eligible for processing on the day transmitted, Mobile Deposits must be received by us on or before 2:00 p.m. CST on a Business Day that we are open (“Cut-Off Time”). A Mobile Deposit is considered received by us when the Service generates a confirmation message. For purposes of determining when a Mobile Deposit has been delivered and received, our records shall be determinative. A Mobile Deposit that is transmitted after the Cut-Off Time shall be deemed to have been received by us at the opening of our next Business Day. We reserve the right to change Limits and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to your receipt of notice thereof, except as may be otherwise required by law. You may contact us at any time to verify the Limits and Cut-Off Time.

13. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in AHCUs sole discretion subject to your Membership and Account Agreement and Account Documentation governing your account. AHCUs shall not be liable for the negligence of any clearing agent.

14. Errors. You agree to notify AHCUs of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable AHCUs account statement is sent. Unless you notify AHCUs within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against AHCUs for such alleged error.

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

16. Image Quality. The image of an item transmitted to AHCUC using the Service must be legible, as determined in the sole discretion of AHCUC. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time-to-time by AHCUC, ANSI, the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

17. User Warranties and Indemnification. You warrant to AHCUC that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- You will not 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.
- Each Check 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.
- All information you provide to AHCUC is accurate and true, including, but not limited to, the amount, payee(s), signature(s), and endorsement(s) on the Check Image and on 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 comply with this Addendum and all applicable rules, laws regulations, and operating procedures.
- 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 are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to AHCUC do not contain computer viruses or malware.

- You agree to indemnify and hold harmless AHCUC from any loss for breach of this warranty provision.

18. Mobile Deposit Security. You will complete each Mobile Deposit promptly. If you are unable to complete your Mobile Deposit promptly, you will ensure that your Mobile Device remains secure in your possession until the Mobile 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.

19. Returned Checks. If a check remotely deposited by you using the Service is dishonored or otherwise returned unpaid by the drawee financial institution, or is returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Check Images, you understand and agree that, since you either maintain the original check or have destroyed the original check in accordance with this Addendum, the original check will not be returned, and we may charge your Deposit Account for any and all returned checks, along with any returned check fees authorized by the Account Documentation. You understand and agree that any returned check may be in the form of an electronic or paper reproduction of the original check or a substitute check. Unless otherwise instructed by us, you agree not to deposit the original check if the Check Images were previously transmitted to us using the Service and returned for any reason. We may debit any of your accounts with us to obtain payment for any check 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.

20. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, 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.

21. Termination. We may terminate this Addendum at any time and for any reason. This Addendum shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Addendum may be terminated if you breach any term of this Addendum, if you use the Service for any unauthorized or illegal purposes, or you use the Service in a manner inconsistent with the terms of your Account Documentation.

22. Enforceability. We may waive enforcement of any provision of this Addendum. No waiver of a breach of this Addendum shall constitute a waiver of any prior or subsequent breach of the Addendum. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Addendum. In the event that any provision of this Addendum shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Addendum shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

23. Ownership & License. You agree that AHCU and our technology partners retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Addendum. 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 AHCU's business interest, or (iii) to AHCU's actual or potential economic disadvantage in any aspect. You may use the Service only for use in accordance with this Addendum. 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.

24. 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 (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE 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.

25. 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 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 OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANOKA HENNEPIN CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

26. INDEMNIFICATION. 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 court costs and reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Addendum. You understand and agree that you are required to indemnify our technology partners, including but not limited to, Digital Insight and Ensenta Corporation, and hold them, their affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to your use of the Service.