

FRICK FINANCIAL FEDERAL CREDIT UNION
MOBILE DEPOSIT CAPTURE DISCLOSURE & AGREEMENT

This Mobile Deposit Capture Consumer Disclosure and Agreement (this "Agreement") contains the terms and conditions for Frick Financial Federal Credit Union's mobile deposit services which is offered by and through the Credit Union to each member whose request for the services is approved. By clicking the electronic signature "ACCEPTANCE" below and by your initial and continued use of Mobile Deposit, you acknowledge that you have read, understood, and agree to the terms of this Agreement and any subsequent amendments. Other agreements you have entered into with the Credit Union, including your Membership and Account Agreement, as amended from time to time, are incorporated by reference and made part of this Agreement. In this disclosure, "you" and "yours" refer to the member, and the terms "we", "us" "our(s)", and "Credit Union" refer to Frick Financial Federal Credit Union. "Business Day" is every Monday through Friday, Eastern Standard Time, excluding Federal Reserve holidays. "Service" refers to the Mobile Deposit Capture in the Credit Union's mobile application. Each signer that accepts the Mobile Deposit Capture option and/or enters their username and password agrees to be bound by these terms and conditions of the disclosure and agreement.

USE OF SERVICES:

- The Service allows you make certain deposits to an eligible Credit Union account electronically by using a compatible mobile capture device, such as a Smartphone (Iphone or Android) to create an electronic image of a paper check only drawn on a United States Bank and payable in U.S. Dollars ("Item") by taking a photograph of the *front and back* of the Item and transmitting it and related data to us or our designated processor. As part of the Service, you must use CompuSource online banking. You are solely responsible for information and/or data that is transmitted, supplied or key-entered. You accept the risk that an item(s) 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 error. We are not responsible for the functionality or maintenance of any third-party hardware or software you may need to use this service.
- You agree that after the item has been photographed and submitted via the Mobile App for deposit, you shall not otherwise transfer or negotiate the original item(s). You further agree that you shall be solely responsible for the original item(s); including secure storage and that the original check will be made accessible for a period of 60 days after transmission to the Credit Union. When such period ends, you agree to prominently mark the item(s) "VOID" and to dispose of the item(s) in such a way that prevents them from being represented for payment. You also agree that you are responsible for any loss caused by your failure to secure the original item(s).
- You agree that the electronic image of the item(s), as defined by federal law, will become the legal representation of the item(s) for all purposes, including return items processing.
- You understand that upon receipt of the digital image, it will be reviewed for acceptability. You understand and agree that receipt of an image does not occur until after notification of image receipt and such notification does not mean the image contains no errors or that the Credit Union is responsible for any information transmitted to us. We are not liable for any image we do not receive.
- Notwithstanding anything to the contrary, we reserve the right, within or sole and absolute discretion, to accept or reject any item(s) (any part or all of a deposit) for mobile deposit into your account. You understand that any amount credited to your account for item(s) deposited using the service is a provisional credit and agree to indemnify us against any loss suffered because of acceptance of the remotely deposited check. 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.

EQUIPMENT:

To use the service, you must have a supported mobile device (e.g., Smartphone, iPad, etc.) with a supported camera and a supported operating system. It must have a data plan for your mobile device, and you need to download the "App" to your mobile device (collectively, the "Mobile Device"). We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the service. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You acknowledge that the Credit Union and our service providers are not responsible for the security and/or confidentiality of transaction information sent to or stored on your mobile device, sent to your email address, or stored on your computer. You authorize us and our service providers to deliver information, such as short message service (also known as SMS or text message), or email messages regarding mobile transactions to mobile devices or internet service providers in order to facilitate the mobile service to you. The Credit Union and our service providers are not responsible for any errors or delays caused by the use of SMS or email messaging, caused by your mobile device, the Internet service provider, or any other third party. You are responsible for the security of your device, the costs of using your device, including the purchase of your mobile devices, internet services, fees, limitations or restrictions, and security. Contact your device carrier should you need additional information.

FEES:

Frick Financial Federal Credit Union does not charge a usage fee for the Mobile Deposit Capture service. We do reserve the right to start charging for this service at any time. If an item(s) you transmit for deposit is dishonored, rejected, or otherwise return unpaid, you agree that we may charge back the amount of the return to the account the item(s) was originally deposited and you will be assessed a fee of the amount shown on the Credit Union's current Schedule of Fees for a returned check(s). You further understand you are personally liable for any expenses Frick Financial Federal Credit Union incurs in attempting to obtain final payment for the item(s) in question, outside of the routine costs associated with item processing. This includes, but is not limited to, recovery of the amount credited in the event of non-payment, collection costs, and attorney's fees as applicable; as well as any all costs associated with the Credit Union enforcing this guarantee. This guarantee shall benefit the Credit Union and its successors. You agree that the Credit Union may debit any account of which you have ownership in order to obtain payment of your obligations under this disclosure and agreement. You understand that we may contact you concerning Credit Union accounts, including but not limited to account servicing and collection purposes.

COMPLIANCE WITH LAW, RULES, and REGULATIONS:

You agree to comply with all existing and future operating procedures used by Frick Financial Federal Credit Union for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks, drafts, and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, and any other clearinghouse and/or other organization in which the Credit Union is a member or to which rules the Credit Union has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this agreement and

the rules, the rules will control. You also agree that you will not engage in any activity directly or indirectly related to the use of the product or service that is illegal or fraudulent. You further agree, should illegal use occur, to waive any right to sue the Credit Union for such illegal use or any activity directly or indirectly related to it. Additionally, you agree to indemnify and hold the Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use. The Credit Union reserves the right to decline any transaction that we consider fraudulent, suspicious, or illegal. The Credit Union will not knowingly authorize charges related to online gambling.

IMAGE QUALITY:

The image of the item(s) transmitted via the Mobile Deposit Capture feature must be clearly legible. The image being transmitted must comply with all standards for image established by ANSI, the Board of Governors of the Federal Reserve Board, or any regulatory agency, clearinghouse or association. The Credit Union reserves the right to reject any image that is not clear, is skewed, or is suspicious in any manner. The image will NOT be deposited, and you will be notified via phone or email. The item(s) must be filled out with the name of the drawer/payer and signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee, and the payment amount information written on the line and in the numerical box.

UNAVAILABILITY OF SERVICES:

You understand and agree at times service may be temporarily unavailable due to system maintenance or technical difficulties, including those of an Internet Service Provider and/or Internet software issue. In the event the service is unavailable, you can deposit the item(s) at any branch location during normal business hours, at any of the night deposits at any branch location if after hours, or by mailing the item(s) to any of our office locations. Main office address is: Frick Financial Federal Credit Union, 235 Pittsburgh Street, Uniontown, PA 15401.

In addition, you understand we may add, delete, or change the feature(s) or functionality of the service, at any time, at our discretion without prior notice to you.

ELIGIBILITY:

To qualify for the services, you must meet the following criteria:

- ALL accounts MUST be in good standing
- Membership MUST be established for greater than 90 days
- MUST have valid email address and phone number
- You MUST agree to keep your account information up-to-date and completely accurate
- You agree to not misrepresent your identity or your account information in any way.

ENDORSEMENT/TRANSMITTING REQUIREMENTS:

To deposit an item(s) and have it processed through Mobile Deposit Capture, it MUST be properly endorsed by all item payees and restrictively endorsed in the proper locations. The proper location for the endorsement is on the back of the check by signing your name and writing below it; "For Mobile Deposit Only FFFCU". The Credit Union will not accept "Virtual Endorsements" on the back of item(s). If a Mobile Deposit pre-printed box appears on the back of the item(s), the box MUST be checked in addition to the restrictive endorsement being present. The Credit Union reserves the right to reject any and all item(s) that are not properly endorsed

as specified. Whereas upon transmitting the item(s), you agree not to allow the item to be deposited or presented for payment more than once, to the extent that it could result in payment of the check more than one time. You will also not allow the transmission of an imaged item(s) which has already been presented to us, or to any other financial institution, by any other means. You will not allow the transmission of an image of an item(s) that has already been transmitted through the service.

JOINT OWNERS:

If you have a designated joint owner(s) on your account, you and your joint owner(s) are equally responsible for adhering to all terms and conditions of the disclosure and agreements.

CUT-OFF TIME / CREDIT TO ACCOUNTS / FUNDS AVAILABILITY:

All item(s) are subject to HOLD. Credit given is provisional and subject to final approval. Deposits received prior to 3:30 p.m. Eastern Standard Time on a Monday through Friday, excluding legal holiday observances, should be credited to your account on the same business day. Deposits received after 3:30 p.m. Eastern Standard Time or on any day the Credit Union is not open, including legal holiday observances, should be credited on the next business day. It is in our policy to follow Regulation CC guidelines ("Reg CC"). Frick Financial Federal Credit Union's Funds Availability Policy generally is to make funds from a deposit available after we receive and accept the deposit, usually the same day (1st business day); however, in some cases, we may delay the ability to withdraw funds beyond the first (1st) business day. The funds will generally be available by the second (2nd) business day after the day of deposit, unless an extended hold is necessary. However, the first \$225.00 of the total deposit should be available the first (1st) business day. Additional delays may occur on a case-by-case basis. For determining the availability of your deposits, every day is considered a business day except Saturdays, Sundays, and Federal holidays. It is your sole responsibility to verify the item(s) deposited and that they have been received and accepted by deposit by us.

REJECTION OF DEPOSITS / RETURNED ITEMS:

The Credit Union is not liable for any service or late charges levied against us due to the rejection of any item. In all cases, you are responsible for any loss or overdraft, plus any applicable fees to your account due to an item(s) being rejected or returned unpaid. A notice will be sent of transactions unable to be processed due to returned items. With respect to any item(s) that is transmitted for mobile deposit that we credited to your account, in the event such item(s) being dishonored, you authorize us to debit the amount of such items from your account. Item(s) which are returned for image quality adjustments will have to be submitted in paper to the Credit Union & upon receipt of such notice, to be physically reprocessed; they may NOT be rescanned.

EMAIL ADDRESS:

You agree to notify us immediately if you change your email address or mobile phone number, as this is the email address and phone number where we will send you notification or modification or notice of item(s) rejection. You understand that an authorized signature must be obtained to change your account email. If we do not obtain the proper signature(s) needed, you understand this may have an adverse effect on your ability to use our services.

ELIGIBLE ACCOUNTS for DEPOSITS:

- Share Savings Accounts
- Draft Checking Accounts

- Money Market Accounts

INELIGIBLE ACCOUNTS:

- Any account type not listed above

ELIGIBLE ITEM(S):

- Item(s) which are defined as a negotiable demand draft drawn on or payable through or at an office of a financial institution

INELIGIBLE ITEM(S):

You agree that you will NOT use this service to photograph and deposit any item(s) shown below:

- THIRD PARTY ITEM(S) - Item(s) payable to any person or entity other than those named on the account
- Post-dated item(s) - (display a future date) or item(s) older than six (6) months (stale dated)
- Item(s) that are payable jointly ("AND" item(s)) unless being deposited into an account in the name of all payees
- Item(s) containing an alteration(s) which you know or suspect, or should know and suspect to be fraudulent
- Non-Negotiable Item(s) – Any item(s) displaying a "non-negotiable", "Void", or other similar notation, watermark, or restrictive endorsement
- Any item(s) that is incomplete, unsigned, or illegible
- Substitute Item(s) – (IRD-Image Replacement Document) – Substitute item(s) that are created as a reproduction of a digital image of an original item(s)
- Item(s) not payable in U.S. currency or drawn on an institution outside of the U.S.
- Money Orders, Travelers' Checks, Starter or Counter Checks, Savings Bonds, or Cash
- Item(s) from a "Closed" account
- Item(s) with any other endorsement on the back other than that specified in this agreement
- Item(s) written off and bearing the same account number as where being deposited
- Item(s) that have previously been submitted through the service or through a Mobile deposit capture service offered at another financial institution
- Item(s) that have previously been deposited or negotiated in any way via any method at the Credit Union or any other financial institution
- Any U.S. Treasury/Government item(s) issued to a person not on the account

LIMITATIONS ON DEPOSIT, FREQUENCY, & DOLLAR AMOUNTS:

You understand and agree that we cannot, as a rule, exceed the limitations on frequency and dollar amounts of mobile deposits that are set forth. Limitations are as follows:

- Individual single item limit of \$2,500
- Item limit per Day: no more than 5 items
- Daily deposit Limit: \$5,000
- Item limit per Calendar Month: no more than 25 items
- Monthly deposit limit: \$15,000

The limitations can be subject to change by us. We may establish limits on the dollar amount, items, and/or deposits from time to time. 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 deposits will still be subject to the terms of the agreement and we will not be obligated to allow such deposits at other times. Changes to limitations will be subject to the "Change in Terms" clause defined within this disclosure and agreement.

ERRORS OR DISCREPANCIES:

You agree to notify the Credit Union of any suspected errors regarding item(s) deposited through the services immediately, and in no event later than thirty (30) days after the applicable Frick Financial Federal Credit Union statement is sent. Unless you notify the Credit Union within the proper amount of time, such statement(s) regarding all deposits made through the Mobile Deposit Capture Services shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such an alleged error.

DISCLAIMER OF WARRANTIES:

Frick Financial Federal Credit Union's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by the Credit Union and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether expressed or implied, including but not limited to the implied warranties of merchantability for a particular purpose. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results may be obtained from the service will be accurate or reliable, and (iv) that any errors in the services or technology will be corrected.

LIMITATION OF LIABILITY:

Frick Financial Federal Credit Union's liability for errors or omissions with respect to the data transmitted or printed by the Credit Union will be limited to correcting the errors or omissions.

USER WARRANTIES AND LIMITATIONS:

You warrant Frick Financial Federal Credit Union that:

- You will only transmit eligible checks that are properly endorsed
- The item(s) transmitted is a complete, accurate, and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it
- Images will meet the image quality standards
- You will not transmit duplicate item(s)
- You will not deposit or re-present the original check once it has been scanned and sent through this service, unless specifically requested to do so by Frick Financial Federal Credit Union
- All information you provide to the Credit Union is accurate and true
- The Credit Union will not sustain a loss because you deposited an image
- You will comply with this disclosure and agreement and all rules, laws, and regulations
- Transmitted item(s) do not contain viruses

CHANGE IN TERMS:

Frick Financial Federal Credit Union reserves the right to change the terms, conditions, and charges of this Service or terminate this disclosure and agreement without notice at any time. We may amend, modify, add

to, or delete from this disclosure and agreement from time to time. Your continued use of this Service will indicate the acceptance of the revised disclosure and agreement.

TERMINATION OF THE SERVICES:

You may, by written request, terminate the service provided for in this disclosure and agreement. At our sole discretion, we may revoke your privilege of the service at any time. In the event of termination of the service, you will remain liable for all transactions performed on your account.

CONFIDENTIALITY:

You acknowledge and agree that confidential data relating to service, marketing, strategies, business operations, and business systems (collectively, "Confidential Information") may come into your possession in connection with this disclosure and agreement. You also understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our confidential agreement.

RELATIONSHIP:

This disclosure and agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No official, employee, agent, or independent contractor of either party shall at any time be deemed to be an employee, agent, or contractor of the other party for any purpose whatsoever.

GOVERNING LAW:

The disclosure and agreement supplement the terms of your Membership Agreement and Disclosures. Together they constitute the entire agreement between you and Frick Financial Federal Credit Union with respect to the services. You may not assign this disclosure and agreement. This Agreement is governed by the laws of the Commonwealth of Pennsylvania and of the United States. If a determination that any provision of this disclosure and agreement is unenforceable or invalid, it shall not render any other provision of the disclosure and agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.

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