

## MOBILE CHECK DEPOSIT TERMS AND CONDITIONS

This addendum sets forth the additional Terms and Conditions for use of the Mobile Check Deposit (“Service”) offered through the Polish & Slavic Federal Credit Union. By accepting the Terms and Conditions you acknowledge and agree to abide by the rules and requirements for use of the Service. The words “You” and “your,” mean the individual that is using PSFCU’s Service. The words “PSFCU”, “we”, “our” or “us” refer to Polish and Slavic Federal Credit Union (PSFCU). Except where modified by this Addendum, the Terms and Conditions for Online Banking, Mobile Banking and any other agreement you have with us remains in effect. If there is a conflict between the Terms and Conditions of other agreements and this Addendum, the terms in this Addendum will govern your use of the Service. Your use of the Service constitutes your acceptance of the terms and conditions.

1. **Service:** The mobile check deposit service is designed to allow you to remotely deposit a valid paper check that has been made payable to you, joint owner, or organization on your PSFCU checking account. You agree that such checks shall be electronically transmitted to a third party processor, ProfitStars, whose services are available to the PSFCU, and process transactions through the Automated Clearing House (ACH) network or as Image Replacement Document (IRDs) as permitted under the Check for the 21<sup>st</sup> Century Act. The Service is available to anyone with Mobile banking sign-on.
2. **Processing:** PSFCU will process, encode and deposit into your checking account, checks submitted by you through the Service in accordance with PSFCU’s internal procedures and all state and federal laws during any Business Day. Business Day” means any calendar day other than Saturday, Sunday, federal holidays or any holidays recognized by PSFCU.
3. **Service Fees:** Currently there is no monthly fee for the service. See Fee Schedule for all other fees applicable to check deposits.
4. **Limitation of Service:** When using the Service, you may experience technical or other difficulties. We cannot 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.
5. **Hardware and Software:** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by the PSFCU. You are solely responsible for electronically transmitting deposit items, accessing the Service and for maintaining your scanning equipment. You will be responsible for the payment of all telecommunications expenses associated with your use of Service.
6. **Eligible checks:** You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Availability of Funds”). You understand that PSFCU is not obligated to accept for deposit any check image that PSFCU in its sole discretion determines to be ineligible for the Service. Ineligible items include:
  - Check images of items drawn on banks located outside the United States.
  - Checks images that are illegible.
  - Images of checks previously converted to Substitute Checks (as defined by Check 21).
  - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
  - Checks payable jointly, unless deposited into an account in the name of all payees.
  - Checks not payable in United States currency.
  - Checks dated more than 6 months prior to the date of deposit
  - Checks with any endorsement on the back other than that specified in this agreement.
  - Checks containing an alteration on the front of the check, or which you know is suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
7. **Check requirements:** Any image of a check that you transmit must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. The image

quality of the check must comply within the requirements established from time to time by the American National Standard Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. The image may be rejected for quality purposes if it does not meet the criteria established within the service.

8. **Receipt of Checks:** We reserve the right to reject any check transmitted through the Service at our discretion, without liability to you. We are not responsible for checks we do not receive or for images that are dropped during transmission. An image of a check shall be deemed received when you receive a confirmation from the PSFCU 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.
9. **Availability of Funds:** You agree that checks transmitted using the Service are not a subject to the funds availability requirements of Federal Reserve Regulation CC ("Availability of Funds"). You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal and/or use on the second business day. Generally, checks scanned and transmitted via Service before 8 p.m. on a business day will be received by the PSFCU on that day.
10. **Endorsements:** You agree to endorse any item transmitted through the Service as "For deposit only, account #(type)" followed by your signature(s) or as otherwise instructed by PSFCU. If a check is payable to both account owners, both endorsements must be present. You are obligated to make sure that all checks are properly and completely endorsed before processing them through the service. The following limitations apply to check endorsements: (1). No double endorsed checks(s), (2).No check(s) with restrictive endorsement(s) (3). No multiple payees' endorsements, unless all payees are the parties listed on the account.
11. **Deposit Limits:** You understand and agree that there are limitations on dollar amounts of remote deposits made through the Service, that you will not exceed these limits, and that we may change these limits from time to time without notice to you. **The current maximum daily limit is \$2,000.**
12. **Notice of Provisional Credit:** In the case of any credit entry subject to 4A of the Uniform Commercial Code, credit given by the PSFCU to the account owner with respect to such an entry is provisional until PSFCU has received final settlement through the Federal Reserve Financial Institution. If such payment is not received, the PSFCU shall be entitled to a refund from the member of the amount credited.
13. **Errors:** You agree to notify PSFCU of any suspected errors regarding checks deposited through the Service right away. By using the Service you accept the risk that the check may be intercepted or misdirected during transmission. PSFCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
14. **Check retention and destruction:** PSFCU will acknowledge by electronic means its receipt of such electronic transmission. You shall retain the original of all imaged check(s) that have been deposited via Service for a period not greater than 30 days before being destroyed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. PSFCU shall have no liability to You or any other person for any loss, cost or damage related to or arising out your retention of paper checks, the method of securing such paper checks, the destruction of such paper checks or the method of destruction of such paper checks chosen by the you.
15. **Member Representations and Warranties:** You warrant to PSFCU that:
  - Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration.
  - The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
  - Each check that you submit will not be re-deposit or re-present in any format to PSFCU or any other person for payment.

- You have no knowingly failed to communicate any material information to us.
- You will not use the Service for any illegal activity or transactions.
- You warrant that the Service will be used solely for your personal purpose.
- You will comply with this Agreement and all applicable rules, laws and regulations.

16. **Disclaimer of Warranties:** YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK AND IT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE, OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONFRINGEMENT. , WE MAKE NO WARRANTY THAT THE SERVICES (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 SERVICES OR TECHNOLOGY WILL BE CORRECTED.

17. **Limitation of Liability:** YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY OTHER THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF PSFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

18. **Governing Law:** This Agreement is governed by the laws of the State New York (except to the extent Federal law governs the copyrights and trademarks of ProfitStars and its successors or assigns) and the Rules.