

Picatinny Federal Credit Union
Mobile Deposit Capture Services Agreement

This Agreement contains the terms and conditions for the use of Picatinny Mobile Deposit that Picatinny Federal Credit Union (“Picatinny,” “us,” or “we”) may provide to you (“you” or “User”). Other agreements you have entered into with Picatinny, including the **Picatinny Federal Credit Union Terms and Conditions of Your Account Agreement** governing your Picatinny account, are incorporated by reference and made part of this Agreement.

Services: Picatinny Mobile Deposit is designed to allow you to deposit checks (“original checks”) to your checking, savings, or money market 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. You may not use Picatinny Mobile Deposit to make contributions to your IRA. After you login to Picatinny Mobile Banking, you may apply for Picatinny Mobile Deposit. There is currently no charge for Picatinny Mobile Deposit, but other charges, such as for returned items and overdrafts, may apply.

Eligibility: We will determine whether you are eligible for our Mobile Deposit service in our sole discretion.

Acceptance of these Terms: Your use of Picatinny Mobile Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material changes via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of Picatinny Mobile Deposit will indicate your acceptance of the revised Agreement. Further, we reserve the right, in our sole discretion, to change, modify, add, or remove portions from Picatinny Mobile Deposit. Your continued use of Picatinny Mobile Deposit will indicate your acceptance of any such changes to Picatinny Mobile Deposit.

Limitations of Service: When using Picatinny Mobile Deposit, you may experience technical or other difficulties. We cannot assume responsibility for technical or other difficulties or any resulting damages that may incur. Picatinny Mobile Deposit has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue Picatinny Mobile Deposit, in whole or in part, or your use of Picatinny Mobile Deposit, in whole or in part, immediately and at any time without prior notice to you.

Eligible items: You agree to scan and deposit only checks as that term is defined in Federal Regulation CC (*e.g.*, drafts drawn on a credit union, savings and loan, or bank and payable on demand.)

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

- Transactions that are originated outside the **domestic** United States and its territories.
- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).

- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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 drawn on a financial institution located outside the United States.
- Checks or items previously converted to a substitute check, as defined in Regulation CC.
- Checks or items that are remotely created checks, as defined in Regulation CC.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items not payable in United States currency.

Requirements: 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 image quality must meet the 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 include your signature and “FOR MOBILE DEPOSIT ONLY.” 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 account owner, either of you can endorse it. If the check is made payable to you and your joint account owner, both of you must endorse the check.

Email Address:

You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of Picatinny Mobile Deposit items.

Receipt of Deposit: Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, without liability to you, to accept or reject any item for Picatinny Mobile Deposit into your Account. We are not responsible for any image that we do not receive or for images that are dropped during transmission. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Receipt of such confirmation does not mean that the transmission was error-free or complete.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image.

We will notify you of rejected images.

Original checks: After you receive confirmation that we have received an image, you must securely store the original check for 30 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 deliver to us within 10 days, at your expense, the requested original check in your possession. If not provided in a

timely manner, such amount will be reversed from your account. Promptly after such 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 responsible if anyone is asked to make a payment based on an original check that has already been paid.

Deposit Limit: We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using Picatinny Mobile Deposit and to modify such limits at any time at our discretion.

Returned Deposits: Any credit to your account for checks deposited using Picatinny Mobile Deposit is provisional. If original checks deposited through Picatinny 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 at Picatinny 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, plus any associated fee as disclosed in Picatinny's Miscellaneous Fee Schedule.

Your Warranties: You make the following warranties and representations to Picatinny:

- You will only transmit eligible items.
- 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.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- 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 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.
- All information you provide to Picatinny Federal Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
 - Each time you scan or photograph and submit check images for deposit through Picatinny Mobile Deposit, you also make all the warranties set forth in and subject to the terms of Section 12A:4-207 of the New Jersey Revised Uniform Commercial Code (UCC) for the image as if it were an item subject to the terms of the UCC.

Hardware and Software: In order to use Picatinny Mobile Deposit, you must obtain and maintain, at your expense, compatible hardware and software as specified by Picatinny from time to time. See <https://www.picacreditunion.com/product-services/mobile-banking> for current hardware and software specifications. Picatinny is not responsible for any third party software you may need to use Picatinny Mobile Deposit. 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.

Compliance with Law: You will use Picatinny Mobile Deposit for lawful purposes 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: Picatinny 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. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to: Picatinny Federal Credit Union, 100 Mineral Springs Dr. Dover, NJ 07801. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us.

Funds Availability: You agree that items transmitted using Picatinny Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using Picatinny Mobile Deposit will be available three business days from the date we receive the image. Picatinny 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 Picatinny, in its sole discretion, deems relevant.

If we receive the Picatinny Mobile Deposit item on or before 3:30 p.m. Eastern Standard Time (EST) on a business day we are open, we will consider that day to be the day of deposit. If we receive the Picatinny Mobile Deposit item after 3:30 p.m. EST or on a weekend or a state or federal holiday, we will consider that the deposit was made on the next business day.

For Assistance: You may reach Picatinny by phone at (973) 361-5225 or go to <https://www.picacreditunion.com/credit-union-information-center/secure> to send us a secure message. Our business hours are Monday to Friday, 8:00 a.m. to 6:00 p.m. EST and Saturday, 8:30 a.m. to 12:00 p.m. EST.

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. When using Picatinny Mobile Deposit, you understand that check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 973 -361-5225, or 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.

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

Presentment: The manner in which the items are cleared, presented for payment, and collected shall be in Picatinny's sole discretion subject to the Agreement and Disclosures governing your account.

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 Picatinny 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, Fiserv,

Inc. and VSoft Corp., retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation. In addition to the other indemnification provisions set forth in this Agreement, you agree to indemnify, defend and hold harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorney's fees) or other loss that arises from or relates to your use of Picatinny Mobile Deposit or your breach of the representations, warranties or covenants set forth in this Agreement, including without limitation your attempt to duplicate the presentation of the original check or an image or substitute check derived from the original check and any liability that we may incur from processing an image or substitute check rather than the original paper check.

You understand and agree that this paragraph shall survive the termination of this Agreement.

You agree to indemnify, defend and hold harmless our technology partners, including but not limited to Fiserv, Inc. and VSoft Corp., Fiserv Inc., its affiliates, officers, employees and agents, as well as VSoft Corp., 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 FI or End User's use of the Services, VSoft Corp. or Fiserv, Inc. Applications, unless such claim directly results from an action or omission made by Fiserv, Inc. or VSoft Corp. 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 REMOTE BANKING 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 REMOTE BANKING 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 REMOTE BANKING 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.

Financial Information: You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Termination of Service: You may, by written request, terminate the Services provided for in this Agreement. We may terminate your use of the Services at any time and without prior notice to you. If you violate the terms of this Agreement, then we may also use such actions as a basis to terminate your account relationship with us. In the event of termination of the Picatinny Mobile Deposit Services, you will remain liable for all transactions performed on your Account.

Other Terms: You may not assign this Agreement. This Agreement is entered into in Rockaway, New Jersey, and shall be governed by the United States Federal Laws and of the State of New Jersey. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.