

MOBILE BANKING DISCLOSURE AND AGREEMENT

Please read this Agreement carefully before accessing or using this service. By accessing or using the service, you agree to be bound by the Terms and Conditions set forth below. If you do not wish to be bound by these terms and conditions, do not access or use the service.

Electronic Communications. Mobile Banking is an electronic internet based service. Therefore, you understand that the Mobile Banking Agreement will be entered into electronically.

- You have the right to have this disclosure provided or made available on paper or in non-electronic form;
- You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your Online and Mobile Banking service;
- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures in connection with the Online Banking and Mobile Banking
- After clicking the “I Accept” button, you may request a paper copy of this consumer disclosure by calling us at 1-888-599-2265.
- You understand that to access and retain this disclosure and to use the Online Banking service, you must have the following: a personal computer with an internet browser that has ‘cookies’ enabled and supports 128 bit encryption, an internet connection for the personal computer, an e-mail address, and either a printer or sufficient electronic space to store this disclosure.

We will notify you at a minimum of 21 days prior to any changes in terms of this agreement via an email or on our website by providing a link to the revised agreement. Further, SCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the service will indicate your acceptance of any such changes.

Mobile Banking Services. The following terms and conditions apply to the Mobile Banking service.

- a. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions. To utilize the Mobile Banking service, you must be enrolled to use Online Banking. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the service at any time. We may

offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. The credit union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of range” issues. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

- b. **Use of Service.** In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified, you also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device.
- c. **Other Agreements.** You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreement with the credit union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. Any deposit account, loan or other banking product accessed through this service is also subject to the Deposit Account Agreement and Disclosures, Electronic Funds Transfer Agreement, Online Banking Agreement, Account Rate and Fee Disclosures, Funds Availability Agreement, and loan agreements.
- d. **Permitted Mobile Banking Transfers:** Transactions in Mobile Banking are subject to the terms and limitations disclosed in the Deposit Account Agreement and Disclosures, Electronic Funds Transfer Agreement, Online Banking Agreement, Account Rate and Fee Disclosures, Funds Availability Agreement, and loan agreements. You may transfer or withdraw up to the available balance in your account at the time of transfer, except as limited under this agreement or your deposit or loan agreements. The credit union reserves the right to refuse any transaction that would draw upon

insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may process transfers that exceed your available balance at our discretion. If we process the transfer, you agree to cover any overdraft amount plus any applicable fees. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

- e. You represent and agree to the following by enrolling for Mobile Banking or by using the Service:
- i. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.
 - ii. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.
 - iii. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy including any rights in the Software; b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-

discrimination or false advertising); d) be false, misleading or inaccurate; e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; g) potentially be perceived as illegal, offensive or objectionable; h) interfere with or disrupt computer networks connected to Mobile Banking; i) interfere with or disrupt the use of Mobile Banking by any other user; or j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

- iv. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.
- v. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend, and hold harmless the credit union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (i) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (ii) your violation of any law or rights of a third party; or (iii) your use, or use by a third party, of Mobile Banking.

MOBILE REMOTE DEPOSIT CAPTURE DISCLOSURE AND AGREEMENT

In this Disclosure/Agreement, SCU means Southbridge Credit Union and MRDC means Mobile Remote Deposit Capture. By accessing or using the service, you agree to be bound by the Terms and Conditions set forth below. If you do not wish to be bound by these terms and conditions, do not access or use the service.

- a. RDC allows you to make check deposits to your SCU savings (share) and/or checking (share draft) accounts from remote locations by scanning both sides of checks and delivering the check images and associated deposit information to SCU.
- b. SCU is not responsible for any technical difficulties you experience attempting to use MRDC. You agree and understand that MRDC may at times be temporarily unavailable. In the event MRDC is not available, you acknowledge that you can deposit an original check at a SCU branch, or by mailing the original to a SCU branch location. It is your sole responsibility to verify that items deposited using MRDC have been received and accepted for deposit.

- c. To use SCU's MRDC service, you must have a suitable mobile device.
- d. When you make a successful MRDC deposit, you will be notified by an application message. You agree that once you have received confirmation that we have successfully processed your MRDC deposit, you will clearly mark "void" and retain your check for an additional 90 business days. You agree to defend, indemnify and hold SCU and any SCU third party service provider from any claims, damages, losses, liability or expenses to which we and/or our service provider may become subject as a result of an item you deposited via MRDC being presented for duplicate payment. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to SCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for SCU's audit purposes.
- e. You will be fully responsible for the destruction of the checks. You agree to use commercially reasonable method(s) to destroy original checks after the required retention period has expired. You agree to destroy and dispose of the original checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You are required to implement such procedures to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment). The risk of loss associated with the accidental inclusion of a physical check in the check collection process or with a lost, destroyed, stolen or misplaced check shall be exclusively on the member.
- f. Only the following items are eligible for MRDC deposit: checks drawn on U.S. financial institutions in U.S. dollars, or checks drawn on United States Treasury, or checks drawn on any state or local government of the United States. **Checks must be payable to you with the restrictive wording "for mobile deposit only" written on the back.** You agree not to attempt to use MRDC to deposit checks with any of the following characteristics: 1) the check is not payable to you; 2) there is any apparent alteration to the front of the check; 3) you know or have reason to believe the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn; 4) the check is payable in a currency other than U.S. dollars; 5) the date of issue of the check is more than 6 months prior to the attempted deposit date; or 6) you have any reason to believe that the check will not be paid by the institution on which it is drawn.
- g. The check image transmitted via MRDC must be legible and compliant.
- h. We may establish limits on the total number of checks or total amount of checks deposited through the Remote Deposit Capture Services. We may establish or change such limits at any time and without notice to you.

- i. We may terminate or change the terms of MRDC service at any time, including but limited to the categories of checks we will accept for deposit via MRDC or endorsement requirements, with or without notice to you.
- j. We may, at our sole discretion, refuse to accept any item presented for deposit via MRDC. We will notify you via the method agreed with you if we do this. We will have no liability to you for declining to accept items presented for deposit via MRDC.
- k. You agree that items transmitted using MRDC are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, items transmitted through MRDC will be handled in accordance with SCU's Funds Availability Policy.
- l. You agree to notify us of any errors with respect to MRDC deposits within 60 days after we send you the first periodic statement on which they appear. We will review your claim and correct any on our part. We will not, however, be responsible for errors asserted more than 60 days after we send you the periodic statement on which they appear. In the event of an error with respect to any original check or image thereof transmitted to us for deposit, you will immediately contact us at 1-888-599-2265 or email us via our secure messaging service within our Online Banking.
- m. You agree not to copy, reproduce, distribute or create derivative works from the content of the MRDC service or to reverse engineer or reverse compile any technology used to provide the MRDC service. SCU and our third party service providers, if any, retain all ownership and proprietary rights in the Services, associated content, technology and websites. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member 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.
- n. **Disclaimer of Warranties.** You agree that your use of the MRDC program 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 services, whether expressed or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose or non-infringement. We make no warranty that the services will meet your requirements, that the services will be uninterrupted, timely, secure or error-free, that the results that may be obtained from the service will be accurate or reliable, or that errors in the services or technology will be corrected.
- o. **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 lost profits, goodwill, use, data or other losses resulting from use of the services, inability to use the services, or termination of the services incurred by you or any third party regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if SCU has been informed of the possibility thereof.