

## MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

***\*Important: If you are a business member enrolled in Navigant Credit Union's Business Online Banking Services, this Mobile Remote Deposit Services Agreement will not apply to you. Your use of Navigant's Remote Deposit Capture Service, including via mobile device, will instead be governed by special terms and conditions for business members that will be provided to you in conjunction with your other Business Online Banking Services agreement(s).***

This Mobile Remote Deposit Services Agreement (the "Agreement") contains the terms and conditions governing the use of the Navigant Credit Union ("Navigant", "we", "our" or "us") Mobile Remote Deposit Service (the "Mobile Deposit Service"). The Mobile Deposit Service is designed to allow you to make deposits of paper checks ("Original Checks") to the Personal Deposit Account(s) or Small Business Deposit Accounts (or such other deposit account(s) as we may permit from time to time) that you designate during the enrollment process (such designated Personal Deposit Account(s), Small Business Deposit Account(s) or other deposit account(s) hereinafter referred to as "Mobile Deposit Authorized Account(s)") from home or other remote locations by using your eligible camera-enabled Mobile Device (as further described below) to capture pictures or images of the Original Checks and then transmitting the digital images and associated deposit information (the "Images") to us or our processor with your Mobile Device. Each deposit made in this manner is referred to as a "Mobile Deposit." This Agreement supplements the terms of your Account Agreements, the terms and conditions of your Personal Online Banking Services Agreement and Disclosure (the "Online Banking Agreement"), and the terms and conditions of your Mobile Banking Addendum to the Online Banking Services Agreement and Disclosure (the "Mobile Banking Addendum"), each as may be amended from time to time. The terms and conditions of your Account Agreements, the Online Banking Agreement and Mobile Banking Addendum are incorporated by reference and made a part of this Agreement. In the event of a conflict between the Account Agreements, the Online Banking Agreement or the Mobile Banking Addendum and this Agreement as it regards the Mobile Deposit Service, the terms and conditions of this Agreement shall control. Any capitalized terms not defined in this Agreement shall have the meaning provided in the Online Banking Agreement or Mobile Banking Addendum. When we use the terms "you" or "your" in this Agreement, it means a Navigant Credit Union member that has enrolled for use of the Mobile Deposit Service.

**1. Eligibility to Use the Mobile Deposit Service.** You must be enrolled to use the Navigant's Online Virtual Branch (the "Service"), as well as the Mobile Banking Service, and have downloaded the Mobile App before you may apply to use the Mobile Deposit Service. We reserve the right to decline your request to use the Mobile Deposit Service for any reason. By using the Mobile Deposit Service, you authorize us to request and

obtain, from time to time, consumer reports or other information from any consumer reporting agency. We reserve the right to change the Mobile Deposit Service at any time and in any manner, in our sole discretion. We will provide you with advance notice of any changes to the terms of this Agreement when required to do so by applicable law. Your continued use of the Mobile Deposit Service will indicate your acceptance of any such changes.

**2. Limits on Mobile Deposits.** Your use of the Mobile Deposit Service may be subject to certain transaction limits, including (but for security reasons, not limited to) those specified below. We may revise these limits, or establish additional limits, from time to time in our sole discretion. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit. If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. We may consider and approve adjustments to these limits upon your request in our sole and exclusive discretion.

Current dollar limits on deposits made using the Mobile Deposit Service include a limit of \$2,500.00 per item or check, and \$5,000.00 per Business Day.

**3. Original Checks Eligible for Mobile Deposit.** You agree to scan and deposit only Original Checks that qualify as “checks” under Federal Reserve Regulation CC (“Reg CC”) that are payable to you. You agree that you will not use the Mobile Deposit Service to deposit:

- (a) Original Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- (b) Original Checks payable to you and another party who is not a joint owner on the Mobile Deposit Authorized Account.
- (c) Original 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 Original Check is drawn.
- (d) Original Checks that were drawn by you or any other person on any of your Personal Deposit Accounts, Small Business Deposit Accounts or other deposit accounts with us on which you are an owner.
- (e) Original Checks previously converted to a substitute check, as that term is defined in Reg CC.
- (f) Original Checks drawn on a financial institution that is located outside of the United States.

- (g) Original Checks that are remotely created checks, as that term is defined in Reg CC.
- (h) Original Checks that are not payable in United States currency.
- (i) Original Checks that are prohibited by our current procedures related to the Mobile Deposit Service or that are otherwise unacceptable under the terms of your Account Agreements.
- (j) Original Checks where the numerical and written amount are different.
- (k) Original Checks that were previously returned unpaid by the financial institution on which they are drawn.
- (l) Original Checks that are payable to cash.
- (m) Original Checks that are drawn on the Treasury of the United States.
- (n) Travelers Checks.

You may deposit any of the items listed above at one of our branch or ATM locations.

**4. Image Requirements.** Each Image transmitted to us or our processor must consist of legible images of the front and back of the Original Check and must provide all information that appears on the front and back of the Original Check at the time the Original Check is presented to you by the drawer. The Image must be of such a quality that the following information can be easily read by sight review of the Image:

- (a) The amount of the Original Check;
- (b) The payee of the Original Check;
- (c) The name and signature of the drawer of the Original Check;
- (d) The date of the Original Check;
- (e) The name of the paying bank;
- (f) Information that is preprinted on the Original Check in the MICR line, including the routing and transit number, the account number, the check amount when encoded, serial number and process control field; and

(g) Any information that is written on the front of the Original check (including any required identification) 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.

Before you create the Image or the Original Check, you must place an endorsement on the back of the Original Check within 1½ inches from the top edge, although we may accept endorsements outside this space in our discretion. Your endorsement must include your signature and “For NCU 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. You also agree to follow any and all other procedures and instructions for the use of the Mobile Deposit Service that we may establish from time to time.

An Original Check payable to two payees must be endorsed by both payees. If the Original Check is payable to you or your joint owner, either of you can endorse it. If the Original Check is made payable to you and your joint owner, both of you must endorse the Original Check.

**5. Receipt of Images.** We reserve the right to reject any Image transmitted through the Mobile Deposit Service, at our discretion, without liability to you. We will notify you of rejected Images. We are not responsible for Images we do not receive or for Images that are dropped or become corrupted or illegible during transmission. All Images processed for deposit through the Mobile Deposit Service will be treated as “deposits” under your current Account Agreements with us and will be subject to all terms of the Account Agreements. When we receive an Image, we will confirm receipt via email to you. We shall not be deemed to have received the Image for deposit until we have confirmed receipt to you. Confirmation does not mean that the Image contains no errors. Following receipt, we may present the Image for payment in any manner, at our sole discretion, subject to the terms and conditions of this Agreement and your Account Agreements.

**6. Your Retention and Disposal of Original Checks.** After you receive confirmation that we have received an Image, you must securely store the Original Check for 60 calendar 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 calendar days, at your expense, the requested Original Check in your possession. If you do not provide the Original Check in a timely manner, we reserve the right to debit your Mobile Deposit Authorized Account for the amount of the Original Check. 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.

**7. Returned Deposits.** Any credit to your Mobile Deposit Authorized Account for Mobile Deposits made using the Mobile Deposit Service is provisional. If Original Checks deposited through the Mobile Deposit Service 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 losses, costs, damages or expenses 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 Personal Deposit Accounts, Small Business Deposit Accounts or other deposit accounts to obtain payment for any Original 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.

**8. Your Representations, Warranties and Covenants.** You make the following representations, warranties and covenants:

- (a) 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 Original Check has no defense against payment of the Original Check.
- (b) The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Original Check are legible, genuine, accurate and otherwise meet the Image quality standards outlined in this Agreement.
- (c) You will not deposit, re-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.
- (d) There are no duplicate Images of the Original Check and you will not transmit any duplicate images.

- (e) 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.
- (f) You are authorized to enforce and obtain payment of the Original Check.
- (g) You have possession of the Original Check and no other party will submit the Original Check for payment.
- (h) You are the owner of the Mobile Deposit Authorized Account(s) that you register with the Mobile Deposit Service.
- (i) All information that you supply to us in connection with the Mobile Deposit Service is accurate, true and complete.
- (j) You will comply with the terms of this Agreement and applicable law.

With respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any third 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.

**9. Compliance with Applicable Law.** You will use the Mobile Deposit Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You covenant that you will only transmit acceptable items for deposit and have handled the Original Checks items in accordance with applicable laws, rules and regulations.

**10. Mobile Deposit Service Unavailability.** The Mobile Deposit Service may be temporarily unavailable due to system maintenance or technical difficulties, including those of your Internet service provider, cellular service provider and Internet software. In the event that the Mobile Deposit Service is unavailable, you may deposit Original Checks at our branches or through our ATMs.

**11. Funds Availability.** The availability of Mobile Deposits that you make through the Mobile Deposit Service shall be governed by this Section of the Agreement and not the Funds Availability Disclosure found in the “Terms and Conditions of Your Account” document that you received when you opened your Mobile Deposit Authorized Account(s). The terms and conditions governing the availability of your Mobile Deposits are as follows:

- (a) When Your Mobile Deposits Are Considered Deposited. Mobile Deposits confirmed as received before 4:00 P.M. Eastern Time, on any day other than Saturday, Sunday or a federal or state holiday, are considered deposited on that day.

Deposits received after 4:00 P.M. Eastern Time, or that are confirmed as received on Saturday, Sunday or a federal or state holiday, are considered deposited on the next day on which we are open to the public.

- (b) When Your Mobile Deposits Are Available For Withdrawal. We will make the first \$225 of Mobile Deposit(s) available on the first Business Day after the day your Mobile Deposit is considered deposited with us. The remaining amount of your Mobile Deposit(s) will be available on the second Business Day after the day your Mobile Deposit is considered deposited with us. For purposes of determining the availability of your Mobile Deposits, every day is a “Business Day” except Saturdays, Sundays and federal holidays.
- (c) Special Rules for New Mobile Deposit Authorized Accounts. If you are a new member, the following special rules will apply during the first 30 days that your Mobile Deposit Authorized Account is open. Funds from the first \$2,500 of a day’s total Mobile Deposits of cashier’s, certified, teller’s, and state and local government checks will be available on the second Business Day of your deposit. Funds from all other check deposits will be available on the fifth Business Day after the day of your Mobile Deposit.

**12. 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 securely in your possession until the Mobile Deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized Mobile 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. 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.

**13. You Are Responsible for Image Quality.** 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 the Mobile Deposit Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

**14. Ownership of the Mobile Deposit Service.** You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or the Mobile Deposit Service, copy or reproduce all or any part of the technology or the Mobile Deposit Service; or interfere, or attempt to interfere, with the technology or the Mobile Deposit Service. We and our technology partners, inclusive of, but not limited to, Digital Insight and Vertifi Software, LLC, retain all

rights, title and interests in and to the Mobile Deposit Service, its software and any development related to the Mobile Deposit Service made available to you. You understand and agree that your use of the Mobile Deposit Service is subject to and conditioned upon your complete compliance with the terms and conditions of this Agreement.

**15. Hardware and Software.** In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time on the Mobile Deposit Service website. You must use an eligible Mobile Device that is supported by and compatible with the Mobile Deposit Service, such as a smartphone or tablet, with a supported operating system, as well as a data plan, and that is enabled with a camera that will produce Images sufficient to satisfy the Image quality requirements described in this Agreement. Failure of your Mobile Device to produce satisfactory Images will result in those Images being rejected as described in this Agreement. We are not responsible for any third party software that you may need to use the Mobile Deposit 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 the time of download and installation. You understand and agree that you are solely responsible for any Internet, cellular, data download and other charges that your Internet service provider or wireless service provider may impose for your access to the Internet or download of any software required to use the Mobile Deposit Service.

**16. Indemnification.** You understand and agree that you are required to indemnify us (as well as our shareholders, directors, officers, employees, agents and independent contractors, all collectively referred to herein as “Navigant Indemnified Parties”) and hold the Navigant Indemnified Parties harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys’ fees and expenses arising from (a) your use of the Mobile Deposit Service, (b) your breach of any representation, warranty or covenant made under this Agreement or your noncompliance with any requirement applicable to you under this Agreement, (c) our action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed to be you or a joint owner of the Mobile Deposit Authorized Account, (d) your failure to report required changes regarding your Mobile Deposit Authorized Account or your transmission to us of incorrect information regarding the Mobile Deposit Authorized Account or (e) your breach of applicable law.

You understand and agree that, in addition to (and not in replacement of your indemnification of the Navigant Indemnified Parties) you are required to indemnify our technology partners, including but not limited to Digital Insight (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, 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 Navigant making the Mobile Deposit Service available to you or to your use of the Mobile Deposit Service, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith.

You understand and agree that this section and your indemnification obligations hereunder shall survive the termination of this Agreement.

**17. 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 MOBILE DEPOSIT 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 MOBILE DEPOSIT 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 MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**18. 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 MOBILE DEPOSIT 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.

**19. Financial Information.** You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your application for any Mobile Deposit Service. 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.

**20. Miscellaneous.** You may not assign this Agreement. This Agreement is entered into in Smithfield, Rhode Island and shall be governed by federal law and, to the extent

not preempted, the laws of the State of Rhode Island. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision will be ineffective only to the extent of such invalidity and shall be considered valid and enforceable to the fullest extent permitted by applicable law. If we choose not to enforce a provision of this Agreement it shall not be considered a waiver of our right to enforce that provision at a later time.