

Nutmeg State Financial Credit Union
Internet and Mobile Banking Disclosure and Agreement

I. This Agreement

This Internet and Mobile Banking Disclosure and Agreement (this “Agreement”) is the agreement containing the terms and conditions applicable to your use of any internet and mobile banking services (the “Services”) offered to you now and in the future by Nutmeg State Financial Credit Union (the “Credit Union”). Please read this Agreement carefully. In this Agreement, the words “you,” “your,” and “yours” mean those who sign the application or account card as applicants, any joint owners, and any authorized users of such accounts. The words “we,” “us,” and “our” mean the Credit Union. The words “account” or “accounts” mean any one or more share (savings), share draft (checking), money market, line of credit, loan, or other accounts you have with the Credit Union.

By making an application for any of the Services, or by initiating inquiries, making deposits or payments, transferring funds, or otherwise utilizing any of the Services, or by permitting another person to use any of the Services on your behalf, you acknowledge receipt of this Agreement and agree to be bound by all terms and conditions contained herein.

In order to use the Services, you consent to receive and accept the terms and conditions of this Agreement, and any amendments to it, electronically. We may change the terms and fees for the Services by notifying you of such change in writing, and we may amend, modify, add to, or delete from this Agreement from time to time. Your use of the Services after receipt of notification of any such change by the Credit Union constitutes your acceptance of such terms and conditions then in effect.

In the event any change to the Agreement requires a prior written notice to you, the Credit Union may notify you by email, at the email address that you provided for notices pertaining to this Service, of the new or different terms and conditions or will provide you with a link within such email where you may view the new or different terms or conditions on a web site. You specifically agree that the Credit Union may provide all disclosures, statements, agreements, and notices electronically. For instance, if you apply for a new service on our website, all agreements and disclosures may be made available to you electronically. It is your responsibility to download or print these disclosures, statements, agreements, and notices, to review them, and to keep them in a convenient place. We reserve the right to send any or all of these communications by traditional paper methods, with or without notice, for any reason, including technological problems, address verification, or security concerns, to comply with state or federal law, or any other reason.

The terms and conditions of this Agreement are in addition to the terms and conditions of any and all other account and loan agreements with the Credit Union, including all disclosures made pursuant to such agreements, governing the accounts accessible in connection with the Services. Without limiting the foregoing, all applicable electronic funds transfers are also subject to the Credit Union’s Electronic Fund Transfers Agreement and Disclosure, which is hereby incorporated by reference. Additionally, each account and the Services are subject to the terms or instructions appearing on a screen when using a Service; the Credit Union’s rules, procedures and policies that are provided to you that are applicable to each account and each of the Services; and applicable state and federal laws and regulations.

II. Internet Banking (“e-Banking”)

Internet Banking is a service that allows you to use the internet to access your account(s) to:

- Make inquiries on your account(s).
- Make withdrawals from your accounts). A check payable to you will be mailed on the business day following the request for withdrawal to the address on record.
- Transfer funds between your accounts.
- Transfer funds to another member’s account.
- Apply for a loan.
- Make loan payments.
- Place stop payments.
- Pay bills to merchants, individuals, and others.
- Download account information in Microsoft Money, Microsoft Excel, and/or Intuit Quicken.
- Obtain tax information, including interest paid and dividends earned.
- Obtain information on cleared checks.
- Change the password on your account(s).
- Deposit checks.
- Make external transfers to other financial institutions.
- Download, view, or print statements.
- Set up automatic account alerts, letters, and notifications.
- Order checkbooks.

Internet Banking can be accessed through the Nutmeg State Financial Credit Union website at <https://www.nutmegstatefcu.org> or by using a downloadable application using compatible and supported mobile devices, such as mobile telephones, tablets, and other devices (“Mobile Device”). Internet Banking is generally available 24 hours a day, 7 days a week, although some or all of the Internet Banking services may not be available occasionally due to emergency or scheduled system maintenance.

III. Mobile Banking

Mobile Banking is a service that allows you to view balance information and account histories, receive account information (including account histories and balances), and make transfers between your accounts at the Credit Union using a downloadable application on your Mobile Device. We reserve the right to modify the scope of the Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that the Services may not be accessible or may have limited utility over some mobile telephone networks, while roaming or otherwise. The most current list of available Services is posted on our website. When you register for Mobile Banking, the accounts you designate will be accessible to you through your Mobile Device.

You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license (“License”) to download, install, and use the Mobile Banking application and/or software (the “Software”) on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software to that new or different Mobile Device. This License shall be deemed revoked immediately upon (i) your termination of this Agreement, (ii) your deletion of the Software from your Mobile Device, or (iii) our

written notice to you of termination of the License or Mobile Banking service. If this License is revoked for any reason, you agree to promptly delete the Software from your Mobile Device.

You understand that the Software is being provided by a third-party service provider, and the Credit Union has no responsibility whatsoever to you in connection with the Software. You are solely responsible for complying with all terms of use applicable to the Software and properly downloading, installing, updating, and using the Software. The Credit Union has no obligation whatsoever to notify you of any changes to or new releases for any Software and the Credit Union shall have no liability for any claims or damages arising from or relating to the Software, or your failure to comply with any terms of use for the Software or your failure to download and properly install any update. You agree that any Software is licensed, not sold, solely for your use in accessing Mobile Banking.

It is important that you understand the limitations of Mobile Banking, including but limited to the following:

1. Not all Internet Banking services are available on your Mobile Device.
2. The balance of your accounts may change at any time as we process items and fees against your accounts, and the information provided to you through Mobile Banking may become quickly outdated.
3. Your access to Mobile Banking may be limited by the service provided by your telecommunications provider.
4. There may be technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalized settings, or other Mobile Banking interruptions.
5. Neither the Credit Union nor any of our service providers assumes responsibility for the operation, security, functionality, or availability of any Mobile Device or mobile network, which you utilize to access the Mobile Banking. We are not responsible for any delay, failure, or error in the transmission of content of information provided through Mobile Banking. Neither the Credit Union nor any of our service providers will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through Mobile Banking, from any inaccurate information provided through Mobile Banking, from your use of or reliance on any information provided through Mobile Banking, or from your inability to access Mobile Banking.
6. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device. We reserve the right to refuse to make any transaction you request through Mobile Banking for any reason.

IV. External Transfer / Account-to-Account Transfer

An External Transfer is a transfer of funds between one of your eligible accounts at the Credit Union and an eligible account at another financial institution. In order to gain access to the External Transfer service, you must apply and be approved by the Credit Union. Review of your application can take up to three (3) days. The Credit Union's decision will be delivered to you via email.

If approved for External Transfers, you will need to register an external account before you can transfer funds to or from that external account. The process of registering an account requires that the account be validated, a process that can take up to five (5) days. Not all types of accounts are eligible for External Transfers. You may be subject to penalties by the other financial institution, or suffer negative tax consequences, for certain transactions involving retirement accounts (401K, IRA, etc.), trusts or other account types. It is your responsibility to verify with the other financial institution any restrictions that

pertain to any external account you enroll. We reserve the right to decline External Transfers to any external account.

You agree that you will only attempt to register accounts for which you have the authority to transfer funds. To register an account, you must be an owner of the Credit Union account as well as the external account. You will need to provide certain information about the external account including the routing and transit number and an account number. It is your responsibility to ensure you submit valid and correct external account information. You authorize the Credit Union to validate the external account(s) by the use of test transfer of random, low value amounts, which will be deposited and credited to the external account. We may also require you to submit proof of ownership of the external account. You authorize us to use the information submitted by you to complete authorized External Transfers.

- All External Transfers are also subject to the rules and regulations of the other financial institution. You agree to obtain any and all permissions required by the other financial institution prior to transferring to or from that external account. Any fees charged by the other financial institution are your responsibility.
- You may not make External Transfers in excess of the collected funds in your account. If the account has insufficient funds to cover an External Transfer, the Credit Union may, at its sole discretion:
 - Cover the funds transfer under the terms of any overdraft protection plan you have established.
 - Cover the funds transfer and overdraw your account until the overdraft is paid.
 - Refuse to cover the funds transfer.
 - Cancel any and all External Transfers to any and all external accounts.

Fees may apply to the above remedies. Please refer to your applicable fee schedule for details.

External Transfers that move money from the Credit Union to another financial institution generally take one to three business days to settle. This means immediate transfers may take up to three days before funds have actually transferred. External Transfers that move money from another financial institution to the Credit Union generally take four business days to settle. This means immediate transfers may take four days before funds have actually transferred. The Credit Union will not be responsible for returning funds due to an unrecoverable External Transfer.

When we receive an External Transfer instruction from you, you authorize us to debit your account and remit funds on your behalf to the account designated by you. You also authorize us to reverse a transfer from the recipient account if the debit is returned for any reason, including by not limited to nonsufficient funds.

External Transfers that are “in process” cannot be cancelled or stopped. You may cancel an External Transfer at any time up until it has been processed. Cancelling a single transfer before such transfer is processed, or cancelling the entire service, can be done within Internet Banking. The charge for such cancellations will be the current charge set forth in the applicable fee schedule.

External Transfers can be in amounts of up to your collected balance in the account and subject to the transfer limitations applicable to the account as indicated on the website. We may from time to time modify transfer limitations for security and risk management reasons. In addition to limits imposed by us, the other financial institution may impose limits on the dollar amount and/or frequency of transfers. All funds transfers are subject to the rules and regulations governing the relevant accounts. You agree not to initiate any funds transfers that are not allowed under the rules and regulations applicable to such accounts

including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of the regulations of the U.S. Office of Foreign Assets Control (“OFAC”).

You agree that the Credit Union may use any means or routes which we in our sole discretion consider suitable to execute your transfer including, without limitation: Automated Clearing House transfer (“ACH”); Fedwire Transfer (a funds transfer system operated by the Federal Reserve Banks); through Clearing House Interbank Payments System (a funds transfer system operated by The Clearing House); through Society for Worldwide Interbank Financial Telecommunication (“SWIFT”); or by check. You agree to be bound by rules and regulations that govern the applicable funds transfer systems including, without limitation, ACH rules as published by the National Automated Clearinghouse Association (“NACHA”).

V. Bill Pay

Our Bill Pay service allows you to direct us to make payments from your account(s) to a Payee using Internet Banking and Mobile Banking.

The Bill Pay service provider shall use commercially reasonable efforts to process the Scheduled Payments per your instructions. Neither the Service provider nor the Credit Union shall be liable for any Payment transaction if: (i) you do not have enough money in your Funding Account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your Funding Account is closed or has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide complete and correct Funding Account, Payment or Payee information; (viii) you did not properly follow the instructions or term and conditions for use of the Service; (ix) you knew and/or had been advised that Service was not operating properly at the time you scheduled the Payment; (x) there is a postal delay; or (xi) circumstances beyond the Service provider’s control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

Telephone us at 860-513-5000 (Local Calls) or 1-800-526-6933 (Nationwide) during customer service hours.

-or-

Write us at:

Nutmeg State Financial Credit Union
Attn: Operations
PO Box 66
Rocky Hill, CT 06067-0066

To begin using the Service you will first need to establish at least one Payee in your Payee List. You may add, modify, or delete Payees, as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments

are to be delivered, your account number with the Payee, the name on your account with the Payee, etc., except where the Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service provider and/or the Credit Union reserve the right to refuse or remove a Payee for any reason.

To schedule Payments you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient available funds in the corresponding Funding Account, or under circumstances where the Payee can return the Payment to the Service provider due to any reason outside the Service provider's or the Credit Union's control. The Service provider and/or the Credit Union reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date for each Payee will be determined and presented by the Service when you schedule a Payment. The Service will not permit a Payment Date / Withdraw On Date or Due Date / Deliver By Date earlier than the earliest possible dates presented. The Service determines this earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically one or two (1 or 2) Business Days) or requires Payments to be delivered by check (typically four or five (4 or 5) Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Service's Cut-Off Time shall be processed no earlier than the following Business Day. Currently, the Cut-Off Time is 4:00 P.M. Eastern Standard Time, but the Service provider and/or the Credit Union may change the Cut-Off Time without prior notice.

You should carefully consider factors such as the Payee's date payment due, grace period, whether the Payee's date payment due falls on a non-Business Day, etc., when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's date payment due for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Service in order to gauge the appropriate Payment Date / Withdraw On Date or Due Date / Deliver By Date in each case, and determine whether to allow an additional one (1) or two (2) business days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service provider nor the Credit Union shall be responsible for late payments, nor reimburse you for late fees, for any Payment delivered in accordance with your instructions or as a result of a Payee's payment processing policies, or any other circumstance outside of the Service provider's control.

Payments to Payees, business or individuals, outside of the United States of America or its territories or commonwealths, are prohibited.

Any Payment can be modified or canceled, provided you access the Service prior to the Cut-Off Time on the Business Day Payment is going to be processed. Once a Payment is in-process, it cannot be canceled through the Service. Instead, you must contact Customer Service to request a stop payment. A Recurring Payment may be edited or canceled after processing for the current Payment instance is complete.

You may request to stop payment after a payment has been processed by contacting Customer Service. The Service's ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service provider and the Credit Union will make

commercially reasonable efforts to stop payment per your request but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request.

Tax payments and court ordered payments may be schedule through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union or Service provider be liable for any claims or damages resulting from you scheduling these types of payments. The Service provider shall have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be your sole responsibility.

The Service will process Payments in accordance with the Payment instructions you provide. The Service will not process Payments on weekends or bank holidays. The Service will debit your Funding Account or issue a draft against your Funding Account and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Due Date / Deliver By Date as is reasonably practicable.

Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases, Payments can be remitted by check. The Service provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with Merchants' remittance requirements, the Service reserves the right to change or update the Payee data or alter the method of Payment remittance. Neither the Service provider nor the Credit Union shall be responsible for late payments, nor reimburse you for late fees, due to: a) U.S. postal delivery issues; b) electronic remittance network issues; c) your Payee's payment processing procedures; d) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or e) other circumstances beyond its control.

When you schedule a Payment, you expressly authorize the Service provider and/or the Credit Union to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Funding Account for any applicable Service-related fees. You further authorize the Credit Union to credit your Funding Account for any payment returned from or undeliverable to the Payee. In addition, you certify that the Funding Account is an account from which you are authorized to make payments and incur debits.

You agree to have available and collected funds on deposit in the designated Funding Account in amounts sufficient to process each Payment as requested by you, as well as any other payment obligations you have to the Credit Union. The Credit Union reserves the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Funding Account and the Credit Union has not exercised its right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree the Credit Union, at its option, may charge any of your accounts at the Credit Union to cover such Payment obligations.

You authorize the Service provider and the Credit Union to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the Service Guarantee and Responsibility, and/or to stop payment on any draft issued against your Funding Account in connection with the Service in the unlikely event that the Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Funding Account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

In using the Service, you understand that Payments may be returned by or to the Service provider for various reasons including but not limited to: the account or account number at the Payee is not valid, the Payee

address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Service shall use commercially reasonable efforts to research and correct the returned payment or void the payment and credit your Payment Account. You may receive notification from the Service.

As used in this Bill Pay section, the following definitions apply:

“Service” shall mean the Bill Pay service offered by the Credit Union and its third-party service provider.

“Payee” shall mean the individual, business or other entity to which you intend to send a payment through the Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name, and to whom you authorize the Credit Union to remit payments on your behalf through the Service.

“Payee List” shall mean your personal list of Payees that you maintain within the Service and from which list you may select to schedule Payments.

“Merchant” shall mean any business Payee you establish within the Service for whom the Service provider has established a business relationship expressly for the purpose of remitting Payments from the Service.

“Funding Account” shall mean the checking or similar account for which you are an authorized signer, and from which the Credit Union may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

“Fee Account” shall mean the checking or similar account for which you are an authorized signer, and from which the Credit Union may automatically debit or otherwise collect any or all applicable Service fees.

“Scheduled Payment” shall mean the payment instructions you establish within the Service in order to properly direct funds from the Funding Account you designate to the Payee you designate.

“One-Time Payment” shall mean a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

“Recurring Payment” shall mean a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions and shall continue to be delivered until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

“Payment” shall mean the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

“Payment Amount” shall mean the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Service shall remit to the Payee.

“Payment Date” or “Withdraw On Date” or “Withdrawal Date” shall mean the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient available funds must exist in the Funding Account.

“Due Date” or “Deliver By Date” or “Delivery Date” shall mean the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your

Payee considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

“Cut-Off Time” shall mean the time of day that Payments to be processed that day shall be processed, and after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Delivery By Date shall be calculated from the next Business Day.

VI. Mobile Deposit (e-Deposit”)

Mobile Deposit is a service whereby you are authorized by us to remotely deposit paper checks you receive to your account(s) with us by electronically transmitting a digital image of the paper checks to us for deposit.

Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image via the Deposit History feature. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image we do not receive. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your account. You understand that any amount credited to your account for items deposited using Mobile Deposit is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

Guarantee Specific to Deposits Receive for Credit to a Business Account: Your use of Mobile Deposit for the purpose of depositing to a business account constitutes your understanding and agreement that you may be personally liable for any expenses the Credit Union incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by you. 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 and all costs associated with the Credit Union enforcing this guarantee. This guarantee shall benefit the Credit Union and its successors and assigns. You may be required to execute a separate agreement in addition to this Agreement.

Any image of a check transmitted to us must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to capturing the original check, you will endorse the back of the original check. Your endorsement will include your signature, account number, and the phrase “For Mobile Deposit Only.” The image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

We are not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to any item being returned.

A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from the account.

You understand and agree that, for purposes of deposits made using Mobile Deposit, the place of deposit is Rocky Hill, Connecticut. With regard to the availability of deposits made using Mobile Deposit, such funds will be available as set forth below.

In order to maintain internal compliance and control, you understand that the Credit Union reserves the right to review your deposits for authentication prior to releasing the funds to your account. You further acknowledge that such reviews may cause an additional delay to the availability of these items. If contacted by the Credit Union about the authentication of a deposited item, you agree to provide the information requested and understand that there may be a delay to the availability of the questioned item while it is being researched.

You make the following warranties and representations with respect to each image of an original check you transmit to us utilizing Mobile Deposit:

1. 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, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s), and indorsement(s) on the original check or legible, genuine, and accurate.
3. You will not deposit or otherwise indorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
4. Other than the digital image of an original check that you remotely deposit through Mobile Deposit, there are no other duplicate images of the original check.
5. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information you provided in any application for the Services remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
8. You have not knowingly failed to communicate any material information to us.
9. You have possession of each original check deposited using Mobile Deposit and no party will submit the original check for payment.
10. 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.

You must securely store each original check. If you are using the Service to deposit items into an account in the name of a business to which you are a party, you understand this means the original check(s) must be accessible only by your personnel for a period of 60 days after transmission to us. Persons who have access to the stored checks must be fully bondable and have passed through a screening. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

When using Mobile Deposit, you understand that check images captured using your Mobile Device are stored on the device only until the associated deposit have been successfully submitted. You agree to

promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your Mobile Device remains securely in your possession until the deposit has been completed or to delete the associated images from the Mobile Device.

You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by us.

You understand and agree that you are not permitted to deposit the following items using the Services:

1. Any item drawn on your account or your affiliate's account.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information on the check.
4. Any item issued by a financial institution in a foreign country.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "post dated."
7. Savings Bonds.

We reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our charge back of an ineligible item. If you deposit an item that is not eligible, you agree to indemnify and hold the Credit Union harmless from and against any and all losses, costs and expenses (including reasonable attorneys' fees) related to or arising from such deposit.

You acknowledge and agree that the Credit Union, in its sole discretion, may establish limits on the dollar amount (e.g., per item and per day) that you may submit for deposit through the Mobile Deposit. In addition, the Credit Union may establish the maximum number of checks that may be scanned per day. We may raise or lower any limit, and we may implement additional restrictions in our sole and absolute discretion.

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution claims, including providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

VII. General Terms and Conditions Applicable to All Services

A. NO WARRANTIES; LIMITATIONS OF LIABILITY; INDEMNIFICATION

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE PURPOSE, AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. ANY DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT

YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ACCESS DEVICE OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH DATA, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR RELIABILITY, OF ANY THIRD-PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF THE SERVICES WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

UNLESS OTHERWISE STATED IN THIS AGREEMENT OR BY LAW, YOU AGREE THAT NEITHER WE NOT ANY OF OUR OFFICERS, VOLUNTEERS, DIRECTORS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS, LICENSORS OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARM, INJURIES OR CLAIMS, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING OR ARISING IN ANY WAY IN WHOLE OR IN PART FROM (a) THE USE OR THE INABILITY TO USE THE SERVICES, (b) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, (c) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING THE SERVICES, (d) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, OR (e) ANY OTHER MATTER WHATSOEVER RELATING TO THE SERVICES OR YOUR USE THEREOF.

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, VOLUNTEERS, DIRECTORS, EMPLOYEES, MEMBERS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) CAUSED BY, RELATED TO, OR ARISING FROM YOUR USE OF THE SERVICES, OR THE USE OF THE SERVICES BY ANY OF YOUR JOINT ACCOUNTHOLDERS, AUTHORIZED USERS, OR ANY OTHER PERSON WHO YOU HAVE PERMITTED TO USE THE SERVICES, YOUR BREACH OF THIS AGREEMENT, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE REVOCATION OF ANY LICENSE AND/OR THE TERMINATION OF THIS AGREEMENT.

B. LIABILITY

To the fullest extent allowed by law, (a) you will be responsible for any bill payment, remote deposit, transfer request, or other action you make that contains an error or is a duplicate of another bill payment, remote deposit, transfer, or other action, except as otherwise stated in this Agreement; (b) we are not responsible for a bill payment, remote deposit, transfer, or other action that is not made if you did properly follow the instructions for making a bill payment, remote deposit or transfer; (c) unless otherwise stated herein, we are not liable for any failure to make a bill payment or transfer if you fail to promptly notify us after you learn that you have not received credit from a payee for a bill payment or transferee for a transfer; (d) we are not responsible for you acts or omissions or those of any other person, including, without limitation, any transmission or communications vendor, and no such party shall be deemed to be our agent; and (e) we are not responsible for any other action or inaction except as set forth elsewhere in this Agreement.

C. FEES

Currently there is no monthly fee for using the Services. However, the Credit Union reserves the right to implement a fee in the future. The Credit Union will notify you of any changes to the fee schedule as required by law. If at that time, you choose to discontinue using the Services, you must notify us in writing. Mobile service provider message and date rates may apply. Contact your mobile service provider for details on specific fees and charges. Message frequency depends on your account settings. We may also charge you as set forth in the Credit Union fee schedule for some individual services (e.g., expedited payments) that are offered through the Services. Such charges will be collected from your account at the time you request the service. Applicable fees will be disclosed in the Credit Union fee schedule.

D. LIMITATIONS ON TRANSFERS

You agree to not use or attempt to use the Services to overdraw any account, or to engage in any transaction that is not specifically authorized and permitted or initiate a transaction if you have to expect to have insufficient funds to cover the transaction. Such actions may result in additional fees.

If you initiate a transaction when there are, or you expect to have insufficient funds to cover the transaction, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts, that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all Services under this Agreement.

E. SECURITY

For your use of the Services, we may provide or you may be required to select or create one or more an identification, alphanumeric codes, images, phrases, or questions with a matching answer, or you may be required to use a fingerprint sensor (available on certain Mobile Devices), or other types of security techniques, all of which are referred to together and separately as your "Security Codes." We require you to use the Security Codes to gain access to the Services, and you will not be allowed to access the Services without your Security Codes. From time to time, we may require you to select or create different Security Codes and may change the types of security techniques used to access the Services.

You agree to keep your Security Codes computer, and Mobile Device secure. If you permit or direct other persons to use the Services, computer, or your Mobile Device, you are responsible for any transactions they authorize or conduct on any of your accounts. Anyone to whom you give your Security Codes will have

full access to your accounts even if you attempt to limit that person's authority. We may also take other actions or seek other remedies available to us in contract, at law, or in equity.

You agree that the use of the security techniques that we have established for the Services constitutes a commercially reasonable security procedure for you. To the full extent allowed by law, you agree to be bound by all requests, communications, or other instructions to us that are initiated under the Services and in compliance with this security procedure, regardless of whether or not you or any authorized user actually authorized the instruction. If any instruction initiated under the Services and accepted by us in compliance with this security procedure contains any error, to the full extent allowed by law, you shall be liable for, and shall indemnify us against any claims, losses and expenses we may incur that arise from or relate to the erroneous instructions. Our records demonstrating compliance with this security procedure will be deemed conclusive proof that the payment order received by us was authorized and that you are bound by those instructions.

The Credit Union will never contact you and ask you to provide your Security Codes. If you are contacted by anyone claiming to be a representative of the Credit Union who asks you to provide your Security Codes, you understand that you should not provide your Security Codes and you should contact us immediately to report the incident.

F. SERVICE CANCELLATION, TERMINATION, OR SUSPENSION

If we have reason to believe that you have engaged in any of the prohibited activities described in the Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend, or limit your access to or use of any or all of the Services, notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide the Services to you in the future; and/or take legal action against you.

We may terminate this Agreement and/or your access to the Services, in whole or in part, at any time without advance notice. You may, by written request, terminate the Services. Termination shall not affect your liability or obligation under this Agreement, and you will remain liable for all transactions performed on your Account.

G. UPDATES AND AMENDMENTS

Except as otherwise required by law, rule, or regulation, we reserve the right to change the terms and conditions of this Agreement at any time. When changes are made, we will update this Agreement on our website, which will be effective when published. You may choose to accept changes by continuing the use of the Services. You may choose to decline changes by discontinuing the use of the Services. Any use of the Services after the amended Agreement's effective date will constitute your agreement to such change(s). Further, the Credit Union may, from time to time, revise or update the Services and/or related documentation, which may render all such versions obsolete.

H. ASSIGNMENT

You may not assign this Agreement to any other party. The Credit Union may assign this Agreement with or without notice to you. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers/

I. NO WAIVER

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by the Credit Union. No delay or omission on the part of the Credit Union in exercising

any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

J. CAPTIONS

The captions or headings of sections or paragraphs of this Agreement are for convenience only shall not control or affect the meaning or construction of any of the provisions for the Agreement.

K. GOVERNING LAW

This Agreement is governed by the laws of the state of Connecticut, without reference to its conflict-of-laws rules. Any disputes arising out of or related to this Agreement shall be subject to the jurisdiction of the court located in the county in which the Credit Union is located.

L. LEGAL FEES AND COSTS

If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions. You authorize us to deduct any such losses, costs, fees, or expenses from your account without prior notice to you.

M. AUTHORIZED USES ONLY

The Services may only be used for authorized purposes. The Credit Union may monitor and audit the usage of the Services, and all persons are hereby notified that the use of the system constitutes consent to such monitoring and auditing. You agree that the Services are for your use only. You agree not to resell or make commercial use of the Services. Unauthorized attempts to access information provided via the Services are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sec. 1001 and 1030.

You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of your business, if applicable. You agree that illegal use of any financial service will be deemed an action of default and/or breach of this Agreement.

You agree not to use the Services or the content or information delivered through the Services in any way that would : (a) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or 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 the Services 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, unlawfully threatening, or unlawfully harassing; (g) be perceived as illegal, offensive, or objectionable; (h) payments related to illegal gambling, illegal gaming and/or illegal activity; (i) interfere with or disrupt computer networks connected to the Services; (j) interfere with or disrupt the use of the Services by any other user; or (k) use the Services in such a manner as to gain unauthorized entry or access to the computer systems of others.

N. USE OF THIRD-PARTY SERVICE PROVIDERS

We have contracted with one or more third party service providers to provide the Services to our members. If you should use any of such Services, the following provisions shall apply: (a) in addition to, but not in lieu of, the other limitations of liability set forth in the agreement, we shall have no liability resulting from your use of any Services that are provided by such third-party service providers.

O. REQUIRED EQUIPMENT AND SOFTWARE

In order to use the Services and to view and retain a copy of the terms and conditions contained in this Agreement, you must have a computer and/or a Mobile Device that meets all technical requirements for the proper use of certain Services. You are responsible for purchasing, leasing, installing, operating, and maintaining your computing devices and/or Mobile Device as specified by the Credit Union. From time to time, we may impose mandatory hardware or software upgrades or other maintenance routines, and you agree to abide by such requirements at your expense.

You accept full responsibility for making sure that you understand how to access and use the Services before you actually do so and for using the Services in accordance with the online instructions posted on our website. You also accept full responsibility for making sure that you know how to properly use the internet, computer, Mobile Device, the Software, and the Services. Regardless of any changes we may make in accessing or using the Services, you are responsible for making sure you understand how to access and use them. We will not be liable to you for any losses, costs, or damages caused by your failure to properly access or use the internet, Mobile Device, computer, the Software, or the Services.

P. BUSINESS DAY AND AVAILABILITY

Our business days are Monday through Friday, except holidays. You understand and agree that the Services may at times be temporarily unavailable due to the Credit Unions system maintenance or technical difficulties including those of the internet service provider or cellular service provider. In the event that the Services are unavailable, you acknowledge that you can transact business at our branches or through our ATM's. Neither we nor our third-party service providers can always foresee or anticipate technical or other difficulties related to access to or use of the Services. These difficulties may result in loss of data, personalization settings, or other interruptions. Therefore, we shall not be responsible for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Services. Further, we shall not be responsible for the operation, security, functionality, or availability of any Mobile Device, computer, or mobile network, which you utilize to access the Services.

Q. ACCOUNT BALANCES

Information provided by Services reflects the most recent account information available to us, but it may not be current. The availability of funds for transfer or withdrawal may be limited due to our funds availability policy. You agree that we shall not be liable for any delays in the content or for any actions you take in reliance thereon. If you need current account balance information, you agree to contact us directly.

R. ELIGIBILITY

We reserve the right to refuse enrollment in the Services to any member who does not meet the criteria established by us. Included in the criteria are the requirements that the applicant has a share and share draft account and is a member in good standing at the Credit Union.

S. INFORMATION AUTHORIZATION

Through your enrollment in or use of one or more of the Services, you agree that the Credit Union (or its third-party service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Credit Union reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

You authorize us to obtain any information deemed necessary to process your request for access to the Services. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:

- Where it is necessary for completing or documenting transactions or resolving errors involving transactions.
- In order to verify the existence and condition of your account(s).
- In order to comply with orders or subpoenas of governmental agencies or courts.
- If you give us written permission.

T. ACCURATE ACCOUNTHOLDER INFORMATION

You represent that you are the legal owner of the accounts and other financial information that may be accessed via use of the Services. You represent and agree that all information that you may provide to us in connection with any one of the Services is accurate, current, and complete. You agree to not misrepresent your identity or your account information. You agree to keep you account information up to date and accurate.

U. CHANGE IN FINANCIAL CONDITION

You understand and agree that you must inform us immediately in the event of a material change in your financial circumstances as or in any of the information provided in any application for the Services, including any supporting financial information. If you are using the Service to deposit items into an account in the name of business to which you are a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at your business; (b) any change in a representation or statement made or furnished to us by you or on your behalf; (c) a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) you liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) you sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted, including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you against you under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of your indebtedness to us, whether related or unrelated to the Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of guaranty, or any financial information provided by any guarantor is false or misleading; (h) you or your guarantor dies; if you are a corporation, any principal officer or 10% or greater shareholder

dies; if you are a limited liability company, any managing member dies; if you are any other form of business entity any person(s) directly or indirectly controlling 10% or more of the ownership interests of such entity dies; (i) any creditor tries to take any of your property on or in which we have a lien or security interest, including a garnishment of any of your accounts with us; (j) a judgement or judgements is entered against you or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or is stayed pending appeal; (k) an involuntary lien or liens is attached to any of your assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in your financial condition or applicable credit histories; and (m) you are in default under any agreement for borrowed money or any other material contract. You agree to provide us with any financial records we reasonably request to determine your financial status during the term of this Agreement.