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Mobile And Remote Deposit Services Disclosure And Agreement Addendum To Digital Banking Terms Of Service

IMPORTANT. THE FOLLOWING AGREEMENT IS A LEGALLY BINDING CONTRACT. BY USING MOBILE OR REMOTE DEPOSIT CAPTURE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND AGREE TO THE ELECTRONIC DELIVERY OF THIS AGREEMENT. PLEASE READ THE ENTIRE AGREEMENT. YOU MAY WANT TO PRINT A COPY OR REQUEST A WRITTEN COPY FOR YOUR RECORDS BY VISITING A BRANCH, EMAILING US AT INFO@DYNAMICFEDERALCU.COM OR MAIL IN A REQUEST TO DYNAMIC FEDERAL CREDIT UNION, 900 E WAYNE STREET, CELINA, OH 45822.

In this **Mobile and Remote Deposit Services Disclosure and Agreement** (hereinafter "Disclosure and Agreement"), the words "you," or "your" mean the Member or business that applied for and/or uses any of the Mobile or Remote Deposit Services (the "Services") described in this Disclosure and Agreement. The words "we," "our," "us," and "DFCU" mean Dynamic Federal Credit Union. "Mobile Deposit" means depositing paper checks you receive to your Account with us by electronically transmitting a digital image of the paper checks to us for deposit using a mobile device such as an iPad, iPhone or an Android device. "Remote Deposit" means depositing paper checks you receive to your Account with us by electronically transmitting a digital image of the paper checks to us for deposit using a scanning device such as a flatbed scanner. Your Account Card, the Credit Union Membership and Account Agreement, General Fee Schedule, Rate Sheet, the Dynamic Federal Credit Union Electronic Services Agreement and Disclosure Statement, and individual account disclosures ("Account Documents") are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Account Documents regarding the Services, this Disclosure and Agreement will control.

Use of the Services. By using the Services or clicking the electronic signature "acceptance" you agree to the terms and conditions in this Disclosure and Agreement, and any amendments. Following your electronic acceptance of this Disclosure and Agreement, you will be permitted to remotely deposit paper checks as that term is defined in Federal Reserve Regulation CC (“Reg. CC"), you receive to your Account with us by electronically transmitting a digital image of the paper checks to us for deposit. You agree to comply with the hardware and software requirements set forth in the Dynamic Federal Credit Union Electronic Services Agreement and Disclosure Statement. 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 the image is acceptable to us. Following receipt of the image, we will process the item as an image. We will not process the image by preparing a "substitute check". Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for mobile or remote deposit into your Account. You understand that any amount credited to your Account for items deposited using the Services is a provisional credit.

Guarantee Specific to Deposits Received for Credit to a Business Account and Change in Financial Circumstances. Your use of the Services for the purpose of depositing to a Business Account constitutes your understanding and agreement that you will be required to execute the unconditional continuing guaranty in which you agree to be personally liable for any expenses we incur 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 the Business. 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 of our costs

associated with enforcing this Guarantee. This Guarantee shall benefit DFCU and its successors and assigns. You understand and agree that you must inform us immediately in the event you have a material change in your financial circumstances or in any of the financial information you provided in your application.

Compliance with Law. 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 business if applicable. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations (your "Warranty").

In addition, you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

Check Requirements. You will image checks or drafts with an image capture device ("Scanner" or smart device camera) creating an electronic image and you will transmit an electronic file of such electronic images that we will deposit to your account. You agree that the image of the check transmitted to us shall be deemed an item within the meaning of Article 4 of the Uniform Commercial Code as adopted in Ohio. Our processing agent shall perform an image quality assessment of imaged checks or items and shall process items meeting our required standards to facilitate the deposit and collection of such items. We reserve the right to select the clearing agents through which we clear items. You agree to be bound by any clearing house agreements, operating circulars and image exchange agreements to which we are a party.

Prior to imaging the original check, you will endorse the back of the original check. **Your endorsement will include your signature and the following information: For Mobile Deposit Only at DFCU.** 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 financial institution that is preprinted on the check; including complete and accurate MICR information and the signatures(s); and (2) other information placed on the check prior to the time an image of the check and any endorsements applied to the back of the check. The image quality and format 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. At our discretion, items that do not meet our check image standards may be rejected.

Rejection of Deposit. We are not liable for any service fees or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft and/or any other applicable fees set forth in your Account Documents due to an item being rejected.

Items Returned Unpaid. A written notice will be sent to you of transactions we are unable to process because of returned items. If we accept an item you transmit to us by mobile or remote deposit that is subsequently dishonored, you authorize us to debit the amount of the item and all applicable charges and fees from your Account. If there are insufficient funds in your Account you agree, upon notice, to promptly deposit sufficient funds to cover any overdraft and any charges and fees and to reimburse us for any costs we incur in collecting the overdraft from you, including without limitation, reasonable attorney fees to the extent permitted by law.

Notices.
By using the Services, you agree that we may provide notices and communications regarding your use of Mobile and Remote Deposit Services, including but not limited to acceptance or rejection of deposited items, returned items, applicable fees, and other service-related matters, by telephone, email, Digital Banking notification, regular mail, or any other method permitted by applicable law.

Notices may be sent using the most current contact information we have on file for you. You are responsible for maintaining accurate and up-to-date contact information, including your mailing address, email address, and telephone number.

We may notify you of rejected or returned deposit items within a reasonable time after we become aware of the rejection or return. We are not obligated to use any particular method of notification unless otherwise required by applicable law.

If you are enrolled in eStatements, your regular monthly Account statements will be made available through Digital Banking, and notifications of statement availability will be provided in accordance with your electronic statement agreement. If you are not enrolled in eStatements, your regular monthly Account statements will be mailed to the most current mailing address we have on file for you.

Any notices required by applicable law will be provided within the applicable timeframe and in the manner required by law.

Email Address. You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of mobile and remote deposit items and notification of rejected items, or other notices and disclosures. To notify us of a change of email address, you can email us at info@dynamicfederalcu.com or Telephone us at: 1(844)-586-5522. You may also update your email address in Digital Banking. You may request a paper copy of the email notice upon request to Dynamic Federal Credit Union, 900 E Wayne Street, Celina, OH 45822.

Unavailability of Services. You understand and agree that the Services may at times be temporarily unavailable due to our system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at a branch or through our ATMs or by mailing the original check to us at Dynamic Federal Credit Union, 900 E Wayne Street, Celina, OH 45822. It is your sole responsibility to verify that items deposited using the Services have been received and accepted or deposited by us.

Availability of Funds. In general, if an image of an item you transmit through the Service is received and accepted that meets all of the requirements for deposit stated in this Agreement before 8:00 p.m. EST on a business day we are open, we consider that day to be the day of your deposit. Otherwise, we will consider the deposit made on the next business day we are open. The first $275 of your deposit will be available on the first business day after the day we receive your deposit, up to $6,450 will be available to you on the second business day after the day we receive your deposit, and the excess over $6,725 will be available on the fifth business day after the day we receive your deposit. However, items deposited could be delayed for a longer period. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written or other items.

Accountholder's Warranties. You make the following warranties and representations with respect to each image of an original check you transmit to us utilizing the Services:

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 endorsement(s) on the original check are legible, genuine, and accurate.
3. You will not deposit or otherwise endorse 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 our Services, 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 you are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item and if 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) you will immediately notify us of such change.
7. You have not knowingly failed to communicate any material information to us.
8. You have possession of each original check deposited using the Services and no party will submit the original check for payment.
9. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits.
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.
11. 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 warrant that the original check(s) are accessible only by your authorized personnel and that all such personnel are fully bondable and have passed a thorough background screening.

Storage of Original Checks. You must securely store each original check for a period of 90 days after transmission to us. After such period expires, you will destroy the original check by commercially reasonable standards. You understand and agree that you are responsible for any loss caused by your failure to properly secure and subsequently destroy the original checks.

Accountholder's Indemnification Obligation. You agree to indemnify us and hold us harmless from and against any and all claims, actions, suits, proceedings, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or relating in any way to your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Disclosure and Agreement.

In Case of Errors. In the event that you believe there has been an error with respect to any original check or image thereof transmitted to Dynamic Federal Credit Union for deposit or a breach of this Disclosure and Agreement, you will immediately contact us regarding such error or breach as set forth below. Telephone us at: (844)-586-5522 or email us at info@dynamicfederalcu.com.

Charges for Use of the Services. Although there are no fees to use the Service, all other charges and fees associated with your Account with us apply and are disclosed in the Fees and Charges (Fee Schedule), Checking Account Disclosure of Fees, Terms and Conditions and the DFCU Digital Banking and Bill Pay Fee Schedule on the Account Documents.

Termination of the Services. Your use of the Services will automatically be terminated, without further notice if you violate any of the terms and conditions of this Disclosure and Agreement. We may terminate the Services or your use of the Services at any time and for any reason upon written or email notice. In the event of termination of the Services, you will remain liable for all transactions performed on your Account. You may, by written or electronic notice terminate your use of the Services. Until we receive such notice, we may process remotely deposited items to your account, and you will remain liable for all transactions performed on your Account.

Relationship to Other Disclosures. The information contained in this Disclosure and Agreement applies only to the Services described herein. Provisions contained in your Account Documents, as may be revised from time to time, control all other aspects of your Account

Periodic Statement. Any mobile or remote deposits made through the Services will be reflected on your regular monthly Account statement. You understand and agree that you are responsible for examining each statement and

are required to notify us of any errors or irregularities relating to images transmitted using the Services by no later than thirty (30) days after you receive your regular monthly Account statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Limitations on Frequency and Dollar Amount. We may, at any time, establish daily dollar limits applicable to items submitted to us via the Services. We may increase or decrease such limits from time to time. You understand and agree that you cannot exceed the limitations on the frequency and dollar amounts that are set forth by us from time to time.

Unacceptable Deposits. 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" (dated more than 6 months prior to the date of deposit) or "postdated" (dated more than 6 months after the date of deposit).
7. Any third-party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
8. Checks payable jointly unless deposited into an account in the name of all payees.
9. Checks previously converted to a substitute check, as defined by Reg. CC.
10. Checks that are remotely created checks, as defined by Reg. CC.
11. Checks payable on sight or payable through Drafts, as defined in Reg. CC.

Confidentiality. You acknowledge and agree that confidential data relating to our Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Disclosure and Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This Disclosure and Agreement does not create and shall not be construed to create any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

Performance. We will perform the Service in a commercially reasonable manner, which is similar to the services provided to our other members, and no other or higher degree of care. We make no warranties with respect to the image quality or validity of any items deposited through the Service. With the exceptions of errors caused by our negligence, you are expressly assuming all other risks of error. WE WILL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS OPERATION LOSS, GOODWILL, USE, DATA, OR OTHER LOSSES, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES, RESULTING FROM THE USE, OR INABILITY TO USE THE SERVICES, 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 THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES.

Severability. Each provision of this Disclosure and Agreement is severable from the entire Disclosure and Agreement and the invalidity of any one provision does not affect the validity of the other provisions herein contained.

PLEASE REFER TO THE DYNAMIC FEDERAL CREDIT UNION ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE STATEMENT FOR ADDITIONAL PROVISIONS APPLICABLE TO THIS MOBILE DEPOSIT SERVICES AGREEMENT.