

Mobile Remote Deposit Capture (RDC) Agreement

This Mobile Remote Check Deposit Capture Agreement ("Agreement") is a contract that governs your ability to use the Mobile Remote Deposit Capture (RDC) service for depositing checks provided by you to SharePoint Credit Union. Other agreements you have entered into with SharePoint Credit Union, including the Understanding Your Account Agreement, are applicable to your SharePoint Credit Union account(s) and, are incorporated by reference and made a part of this Agreement.

This Agreement explains the terms and conditions governing the Mobile Remote Deposit Capture Service while accessing your SharePoint accounts through mobile devices. By using the SharePoint Mobile Remote Deposit Capture Service, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

This Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Minnesota. The terms "SharePoint Credit Union," "SharePoint," "Credit Union," "we," "us," "our," refer to SharePoint Credit Union. "You" or "Your" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. Each of your accounts at SharePoint is also governed by the applicable account disclosure agreement "Understanding Your Account".

Scope: This Agreement governs your use of the Mobile Deposit Capture Service ("Service"). The Service allows you to use a compatible camera-enabled mobile phone or device ("Mobile Device") to scan original checks that meet our required standards ("Checks") and electronically transmit images of the Checks and associated deposit information for deposit to your designated checking account. The Service converts your scanned Checks into substitute checks, in accordance with the Check Clearing for the 21st Century Act ("Check 21 Act") and Federal Reserve Board Regulation CC ("Regulation CC"), to facilitate the deposit and collection of such Checks. You agree that SharePoint shall determine in its sole discretion the manner in which Checks are cleared or presented for payment, including without limitation, by substitute check, Automated Clearing House ("ACH"), or image exchange.

Acceptance of the Terms: The terms and conditions in this Agreement are in addition to, and do not cancel, supersede or replace your application to use the Service, our notification of approval of your application, your Understanding Your Account Agreement, or any other agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans, services, or other business relationships with SharePoint.

Additionally, your use of the Service will be subject to all of the terms or instructions which may appear on-screen when you access the Service, and/or other information or documentation that the Credit Union may provide to you from time to time regarding the Service. Your use of the Service is also subject to, and you agree to comply with, the applicable rules and regulations of the National Automated Clearing House Association (NACHA), all other applicable clearing house rules, regulations, operating circulars and agreements, the Check 21 Act, Regulation CC,

Office of Foreign Assets Control sanction laws, the Bank Secrecy Act, the USA PATRIOT Act, and all other applicable state and federal laws and regulations, all as amended from time to time.

This Agreement is subject to change from time to time. We will notify you of any material change via email, or on our website by providing a link to the revised Agreement or by an online secure message. You agree to keep SharePoint informed of your valid e-mail address. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after SharePoint Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Service will indicate your consent to be bound by the revised Agreement. Further, SharePoint Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Services.

Hardware and Software: In order to use the service, you must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system and software that satisfies all technical specifications and other requirements. We and/or our service provider may change these specifications and/or requirements from time to time.

We are not responsible for providing, maintaining or servicing your Mobile Device or any other equipment for you. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. We are not responsible for any third party software that you may need to use the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation.

We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Availability of Service: The Service is generally available 7 days a week, 24 hours a day. At certain times the Service may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software, or circumstances beyond our control. If you are not able to use the Service to make deposits you may physically mail or deliver your deposits to SharePoint through our branches or through our network of ATMs. Deposits of original Checks at a branch of SharePoint or an ATM shall be governed by the terms and conditions contained in your Understanding Your Account Agreement and not by the terms of this Agreement. The Credit Union is not responsible for providing an alternate method of remote deposit if the Service is not available.

Limitations of Service: When using the Service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you an email to notify you of extended interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

Eligible items: You agree to scan and deposit only "Checks" as that term is defined in the Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to SharePoint is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless endorsed and deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks payable on sight or payable through draft, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Money Orders (Including Postal Money Orders)

Endorsements: You agree to restrictively endorse any item transmitted through the Service as "SharePoint Remote Deposit Only". You agree to follow any and all other procedures and instructions for use of the Service as SharePoint may establish from time to time.

Deposit Limits: We will establish limits on the dollar amount you can deposit. We will evaluate your creditworthiness to determine the dollar amount you can deposit. After we receive your application, we will notify you of the dollar amount and frequency you can deposit. If you attempt to deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this

Agreement, and we will not be obligated to allow such a deposit at other times. There is no daily or monthly limit on the number of items, as long as the respective dollar limits are not exceeded.

Prohibition Against Presenting Checks More Than Once: Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute Check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute Check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold SharePoint Credit Union harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute Check.

You agree that we may debit from your credit union account the aggregate amount of any Checks, including any fees, that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with SharePoint at our sole discretion.

Receipt of Items: We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when SharePoint Credit Union has received and processed the deposit. You can confirm the deposit through on-line banking. We further 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 SharePoint Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds: The funds for the Checks that you deposit through the Service may not be immediately available to you. You agree that items transmitted using the Service are NOT subject to the funds availability requirements of the Federal Reserve Board, Regulation CC. If an image of an item you transmit through the Service is received and accepted by 3:30pm CST during a normal business day Monday through Friday, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open Monday through Friday. Funds deposited using the Service will generally be made available after the third business day from the day of deposit. SharePoint reserves the right to review any and all deposits prior to placing them in the clearing process. During this review SharePoint at its sole discretion can reject any deposit for any reason what-so-ever. If the deposit is rejected, SharePoint will notify the member within 24 hours of rejecting the item with the contact information we have on file. SharePoint at its sole discretion reserves the right to extend the hold period on any specific items or deposits. If the hold period is extended SharePoint will notify the member with contact information in our system. SharePoint, at its sole discretion, may make funds available sooner based on such factors as credit worthiness, the check type, the deposit amount, the length and extent of your relationship with us, transaction and experience information, and such other factors as SharePoint deems relevant.

Fees: A fee, or fees, may be charged for the Service. See SharePoint's fee schedule on-line or in one of our branches. You are responsible for paying the fees for the use of the Service. SharePoint Credit Union has the right to change the fees at our discretion and upon notification

to you. . You authorize SharePoint Credit Union to deduct any such fees from any SharePoint account in your name.

Compliance Prohibited Activities: You agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You are prohibited from engaging in, and you represent and warrant to SharePoint, that you do not and shall not engage in, any business or activity that: a) would result in your being or becoming a money service business that regularly cashes third party checks, sells money orders, or handles wire transfers or other financial services for third parties; b) would result in your accepting restricted transactions in connection with another person in unlawful Internet gambling; c) would result in SharePoint being used as a conduit for money laundering or other illicit purposes; or d) would directly or indirectly result in any activity or use of the Service that may be illegal or fraudulent.

Disposal of Transmitted Items: Upon your confirmation that SharePoint Credit Union has received your deposit, you agree to retain the check for at least 60 calendar days from the date of the image transmission, safeguarding the check from being deposited again. After 60 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to SharePoint Credit Union upon request.

Presentment: The manner in which the items are cleared, presented for payment, and collected shall be in SharePoint Credit Union's sole discretion subject to the Understanding Your Account Agreement governing your account.

Errors: You agree to notify SharePoint Credit Union of any suspected errors regarding items deposited through the Service immediately, and in no event later than 60 days after the applicable SharePoint account statement is sent. Unless you notify SharePoint within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against SharePoint for such alleged error. Call or write us at the telephone number or address listed at the end of this agreement.

Errors in Transmission: By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. SharePoint Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Image Quality: The image of an item transmitted to SharePoint Credit Union using the Service must be legible, as determined at the sole discretion of SharePoint. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by SharePoint Credit Union, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

Representation of Warranties: You warrant to SharePoint Credit Union that:

- All information you provide to SharePoint Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless SharePoint Credit Union from any loss for breach of this warranty provision.

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

Termination: We may terminate this Agreement at any time and for any reason without prior notice to you. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your Understanding Your Account Agreement or any other agreement with us.

Enforceability: We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

License: You agree that SharePoint Credit Union retains all proprietary rights in the Service, associated content, and technology. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to SharePoint Credit Union's business interest, or (iii) to SharePoint Credit Union's actual or potential economic disadvantage in any aspect. You may use the Service only for personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

DISCLAIMER OF WARRANTIES: YOU AGREE YOUR USE OF THE 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 THE SERVICES, 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 THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY: YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE 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 THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF SHAREPOINT CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

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