

MOBILE DEPOSIT DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words "you", "your", or "member" mean the individual that applied for and/or uses any of the Mobile Deposit service ("MD") described in this Disclosure and Agreement. The words "our", "we", "us", or "NECU" refer to Northeast Credit Union. My Application for use of MD, your notification of approval of my application and Northeast Credit Union's Account Agreement and Disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy relating to MD between this Disclosure and Agreement and my Application or your approval, this Disclosure and Agreement will control.

1. Account Acceptance/Requirements

Members must apply for MD privileges. The following are requirements that must be met for initial approval to use MD.

- Checking account must be open for a minimum of 90 days
- At least 18 years old
- No history of excessive or repeated returned items
- I authorize Northeast Credit Union to review my history with eFunds/ChexSystems. Any derogatory result will be cause for denial for MD.
- Other factors may also be considered.

If you meet all of the criteria above NECU may still remove the privilege of MD if they believe you are not managing my account in a responsible manner. Member accounts will be reviewed on a nightly basis to ensure that the enrolled account remains in good standing.

1b. Charges for Use of the Services

Members will not be charged a monthly fee for the service. A member will be charged a one-time service fee if they discontinue MD and then ask to be reinstated (refer to NECU Fee Schedule). Member agrees to pay all fees and charges for MD services set forth on the Fee Schedule.

2. Use of MD

Following receipt of NECU's notification approving your use of the MD, you are authorized by NECU to remotely deposit paper checks you receive to your account with NECU by electronically transmitting a digital image of the paper checks to NECU for deposit. Your use of MD constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. Upon receipt of the digital image, NECU will review the image for acceptability. You understand and agree that receipt of an image does not occur until after NECU notifies you of receipt of the image via the Deposit History feature. You understand that, in the event you receive a notification from NECU confirming receipt of an image, such notification does not mean that the image contains no errors or that NECU is responsible for any information you transmit to NECU. NECU is not responsible for any image that NECU does not receive. Following receipt of the image, NECU may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, NECU reserves the right, within NECU's

sole and absolute discretion, to accept or reject any item for Mobile deposit into your Account. You understand that any amount credited to your Account for items deposited using MD is a provisional credit and you agree to indemnify NECU against any loss NECU suffers because of NECU's acceptance of the remotely deposited check.

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.

2b. Hardware and Software Requirements

In order to utilize MD, you must have the following hardware and software with the indicated specifications:

- A PC with a current version of Microsoft® XP or 2000 and a USB 2.0 port.
- A supported desktop check scanner and software.
- A high-speed Internet connection.
- NECU Online Banking service
- NECU Mobile Deposit service
- For mobile deposit – an iPhone® or Android® smart phone

2c. Guarantee Specific to Deposits Received for Credit to a Business Account:

Your use of MD for the purpose of depositing to a Business Account constitutes your understanding and agreement that you may be personally liable for any expenses NECU 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 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 costs associated with Northeast Credit Union enforcing this Guarantee. This Guarantee shall benefit NECU and its successors and assigns

3. Compliance with Law.

You agree to use the products and MD for lawful purposes and in compliance with all applicable laws, rules and regulations. 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, as well as all laws pertaining to the conduct of your business if applicable. You promise to indemnify and hold NECU harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

4. Check Requirements

Any image of a check that you transmit to NECU 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 scanning the original check, you will endorse the back of the original check. Your endorsement will include your signature and your account number. The scanned image of the check transmitted to NECU 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.

4b. Endorsement of Deposited Items

Checks must be endorsed by the payee on the reverse side of the check in the space nearest the trailing edge of the check. A two-party check that is not endorsed by both parties will not be accepted for deposit. If the check is payable to you or your joint member, either of you can endorse it. If the check is payable to you and your joint member both of you must endorse the check. Third party checks will not be accepted for deposit.

5. Rejection of Deposit

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

6. Items Returned Unpaid

A written notice will be sent to you of transactions NECU is unable to process because of returned items. With respect to any item that you transmit to NECU for Mobile deposit that NECU credits to your Account, in the event such item is dishonored, you authorize NECU to debit the amount of such item from the Account and fees that may be assessed.

7. Email Address

You agree to notify NECU immediately if you change your email address, as this is the email address where NECU will send you notification of receipt of Mobile deposit items. To make sure you receive these emails please add remotedeposit@profitstars.com to your safe sender list.

8. Unavailability of MD

You understand and agree that MD may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that MD is unavailable, you acknowledge that you can deposit an original check at your branches or through some ATMs, or by mailing the original check to NECU at P.O. Box 1240, Portsmouth, NH 03802-1240. It is your sole responsibility to verify that items deposited using MD have been received and accepted for deposit by NECU. However, NECU will email notification of items that are rejected by the next business day following rejection. To make sure you receive these emails please add remotedeposit@profitstars.com to your safe sender list.

9. Business Day and Availability Disclosure.

NECU's business days are Monday through Friday, except holidays. Deposits through MD must be made by 3:30pm EST for deposit to be made that business day. NECU's office hours are 9:00 a.m. to 5 p.m., EST, each business day. NECU's contact center is available 24 hours a day, 7 days a week at 888.436.1847.

10. Funds Availability.

You understand and agree that, for purposes of deposits made using MD, the place of deposit is Portsmouth, NH. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit through MD before 3:30pm EST on a business day that we are open, we will consider that day to be the day of your deposit. Deposits may not be immediately available and will be made to your account by the end of the business day. However, if you make a deposit after we close, or on a day we are not open, we will consider that the deposit was made on the next business day we are open. With regard to the availability of deposits made using MD, funds from check deposits will be available as set forth in our [Funds Availability Disclosure](#).

11. Accountholder's Warranties

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

1. Each image of a check transmitted to NECU 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 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 your MD, there are no other duplicate images of the original check.
5. Where applicable, 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 am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information you provided in your Application remains true and correct and, in the event any such information changes, you will immediately notify NECU of the change.

8. You have not knowingly failed to communicate any material information to NECU.

9. You have possession of each original check deposited using MD and no party will submit the original check for payment.

10. Files and images transmitted to NECU will contain no viruses or any other disabling features that may have an adverse impact on NECU's network, data, or related systems.

12. Storage of Original Checks

You must securely store each original check for a period of at least 60 days after transmission to NECU. You understand this means the original check(s) must be accessible. If you are using MD 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 NECU authorized personnel. Persons who have access to the stored checks must be fully bondable and have passed a thorough 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.

13. Securing Images on Mobile Devices

When using MD, you understand that check images captured using your mobile device are stored on the device only until the associated deposit has 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 application.

14. Accountholder's Indemnification Obligation

You understand and agree that you are required to indemnify NECU and hold NECU harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of MD and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

15. 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 NECU for deposit or a breach of this Agreement, write us (on a separate sheet) at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us at 888.436.1847, but doing so will not preserve your rights.

In your letter, give us the following information.

- Your name and account number.
- The dollar amount of the suspected error.

- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

You understand and agree that NECU is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to a breach of this Disclosure and Agreement.

16. Warranties

YOU UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

17. Change in Terms

NECU may change the terms and charges for MD indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of MD after receipt of notification of any change by you constitutes your acceptance of the change.

18. Termination of the Services

You may, by written request, terminate use of MD provided for in this Disclosure and Agreement. NECU may terminate your use of MD at any time upon written notice. In the event of termination of MD, you will remain liable for all transactions performed on your NECU Account. A member will be terminated from MD after 90 days of non-use and will have to reapply and pay a reinstatement fee (see NECU Fee Schedule) to regain use of service.

19. Relationship to Other Disclosures

The information in these Disclosures applies only to MD described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

20. Governing Law

You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of New Hampshire, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of New Hampshire.

21. Periodic Statement

Any Mobile deposits made through MD will be reflected on your monthly account statement. You understand and agree that you are required to notify NECU of any error relating to images transmitted using MD by no later than 60 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to NECU's attention within such time period.

22. Limitations on Frequency and Dollar Amount

You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of Mobile deposits that are set forth by NECU. MD is limited to \$2,500 per day or 5 checks per day, with a monthly limit of \$20,000 and 20 checks.

23. Unacceptable Deposits

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

1. Any item drawn on your NECU account that you are depositing in to.
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 not issued in U.S. dollars or drawn on a U.S. financial institution.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "post dated."
7. Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party.

24. Changes in Financial Circumstances

You understand and agree that you must inform NECU immediately in the event a material changes in your financial circumstances, or in any of the information provided in your Application including any supporting financial information. If you are using the MD to deposit items into an account in the name of a 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 NECU by you or on your behalf in your Application; (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 NECU or against NECU under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of your indebtedness to NECU, whether related or unrelated to the Account or the MD, 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 any guaranty, or any financial information provided by any guarantor is false or misleading); (h) You or any guarantor dies; if You are a sole proprietorship, the owner dies; if you are a partnership, any general or managing partner dies; if you are a corporation, any principal officer or 10.00% 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 ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of your property on or in which NECU has a lien or security interest, including a garnishment of any of your accounts with NECU; (j) a judgment or judgments 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 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 NECU any financial records NECU reasonably request to determine your financial status during the term of this Disclosure and Agreement.

25. Confidentiality

You acknowledge and agree that confidential data relating to MD, 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 NECU Confidential Information.

26. 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.

27. 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.