

MOBILE DEPOSIT SERVICES TERMS AND CONDITIONS

This disclosure only applies to Mobile Deposit (Service). Any reference to “Us” or “We” refers to the University of Nebraska Federal Credit Union, its agents and affiliates. Any reference to “You” and “Your” refers to the account holding member, any joint account holders and account beneficiaries. You understand that your use of Mobile Deposit constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. You agree to comply with the hardware and software requirements of the Service set forth by the Credit Union and our service providers.

BACKGROUND

Credit Union offers and You desire to use, the Mobile Deposit service that allows You to scan checks remotely and transmit the check images to the Credit Union for processing and provisional deposit into an account at the Credit Union.

USE OF SERVICE

Upon receipt of an image, we will review the image for acceptability. You understand that our receipt of the image does not mean that the image will be accepted for deposit into your Account, and that you may be asked for additional images of the check or for more information before the image will be considered for deposit. 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 deposit into your Account. You understand that any amount credited to your Account for any item deposited using the Service will be considered provisional until such time that we receive payment for the item from the financial institution on which the item was drawn.

You understand that we are not responsible for errors in images that may prevent or delay the deposit of funds into your account, and that we are not responsible for any image that we do not receive.

You agree that you will not: Modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or de-compile the technology or the Service; copy or reproduce all or any part of the technology or the Service; or interfere, or attempt to interfere, with the technology or the Service.

COMPLIANCE WITH LAW

Member shall comply with all federal and state laws, rules, and regulations including, but not limited to, Regulation CC, the Uniform Commercial Code and any rules established by an image exchange network through which Image Exchange Items are processed pursuant to this Agreement. Member shall have the responsibility to fulfill any compliance requirement or obligation that Credit Union and/or Member may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

SECURITY PROCEDURES

You shall establish and maintain security procedures to ensure that Electronic Items transmitted to the Credit Union are intact, secure, and confidential until received by the Credit Union. If the Credit Union provides minimum security procedures in addition to those in this Agreement, You agree to abide by those security procedures. In any event, You shall limit access to any PINs, passwords, Username's, or other codes (collectively “Password”) and equipment to persons authorized to act on the account under the Membership & Account Agreement. You shall change any Passwords periodically. You shall notify the Credit Union immediately if it has reason to believe the security of any information transmitted under the Service has or may have been breached. The Credit Union may deny access to the Service without prior notice if, in its sole discretion, it believes it necessary for security reasons. The Credit Union may elect, at its sole discretion, to verify the authenticity or content of any transmission by contacting any authorized signer on Member's Account or any other person designated by Member for that purpose.

LIMITATIONS ON DEPOSIT FREQUENCY AND DOLLAR AMOUNT

Member understands and agrees that there are limitations on deposit frequency and dollar amounts of Mobile Deposit and will not exceed these limits, and that we may change these limits from time to time without notice. The maximum daily deposit limit is \$2,500, limited to 10 items per month for a maximum cumulative monthly deposit limit of \$7,500.

CHECK AND CHECK IMAGE REQUIREMENTS

Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time it is presented to you by the payer. Prior to capturing the image of the original check, you will endorse the back of the check. The endorsement must include the signatures of the parties the check is paid to as well as include the words “For Mobile Deposit Only”.

A check and any image of a check transmitted via the Service must include the accurate and legible presentation of the following and other features as appropriate:

(1) Pre-printed information that identifies the check payer and the financial institution on which the original check is drawn, (2) The MICR encoded account number and financial institution routing and transit number; (3) The date the check was written; (4) The payer's signature(s); and (5) Other information placed on the check prior to the time an image of the check is captured, such as any endorsements applied to the back of the check.

ACCOUNTHOLDER WARRANTIES

I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services: 1) Each image of a check transmitted to you 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) I 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 I remotely deposit through your Services, there are no other duplicate images of the original check. 5) I 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) I am 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 I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change. 8) I have not knowingly failed to communicate any material information to you. 9) I have possession of each original check deposited using the Services and no party will submit the original check for payment. 10) Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

STORAGE OF ORIGINAL CHECKS

You will retain each Check for a reasonable period of time, but in no event fewer than 60 days after such Check has been digitized and processed. You will promptly provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to the Credit Union as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. You shall store retained Checks securely and establish security procedures that limit access to retained Checks. After the retention period has expired, You shall destroy the Checks using cross shredding or a destruction method of similar quality. You shall take reasonable measures to protect against unauthorized access to or use of Consumer Information in connection with the storage and/or destruction of the Checks.

REJECTION OF DEPOSIT

You understand that you are solely responsible for any service charges, overdraft charges, late fees, and returned check/non-sufficient funds charges levied against you, your Account, or any accounts you may have at other financial institutions that may result from our rejection of any item, check holds, or deposit delays of any kind. You understand that if an item you transmit to us for deposit is rejected, we will send an email to you at the email address we have on file for your account to alert you of the rejection within 2 business days of the date we receive the original transmission of your item. Further, you understand that we are not responsible if, for any reason, you do not receive our email.

DEPOSITED ITEMS RETURNED UNPAID

In the event that an item that you transmit to us for Mobile Deposit for credit to your Account is dishonored, rejected, or returned for any reason, you authorize us to debit the amount of the item from your Account, or offset the amount from any of your other accounts, and assess appropriate fees per the Fee Schedule.

BUSINESS DAY AND FUNDS AVAILABILITY DISCLOSURE

You understand and agree that, for purposes of deposits made using the Mobile Deposit: Deposits received via the Service are processed on our Mobile Deposit business days, which are Monday through Friday, excluding holidays, until 3:30 p.m. CST; Deposit items that we receive after 3:30 daily will not be deposited to your account until the following business day. Deposits made after 3:30 p.m. CST on a Friday that is a business day, and at any time on a Saturday, Sunday, or holiday, will not be deposited into your Account until the next business day that we are open; The earliest that funds deposited after 3:30 p.m. via the Service will be available for withdrawal or to pay checks that you have written would be the second (2nd) business day after the business day on which we receive the deposit; Check holds or unavailability of the Service may cause further delays in availability of funds beyond that time. Checks deposited via the Service do not fall under the regulatory provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply to these deposited items.

IN CASE OF ERRORS

In the event that you believe there has been an error with respect to any original check or image transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach asset forth below at 402.472.2087 or at any of our branches.

PERIODIC STATEMENT AND ERROR RESOLUTION

Any remote deposits made through the Service will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Services by no later than sixty calendar days (60 days) after the date of the monthly periodic statement on which the allegedly erroneous transaction appears.

You are responsible for any errors that you fail to bring to our attention within such a time period.

LIMITATION OF LIABILITY

FINANCIAL INSTITUTION AND EACH THIRD PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND ANY SOFTWARE PROVIDED BY OR ON BEHALF OF A THIRD PARTY UNDER THIS AGREEMENT ARE PROVIDED AS IS. WITHOUT LIMITING THE FOREGOING, EACH THIRD PARTY DOES NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, THAT THE OPERATION OF THE SERVICES OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE FUNCTIONS OR FEATURES OF THE SERVICES OR SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES OR SOFTWARE WILL OPERATE COMPATIBLY WITH PRODUCTS, SERVICES, HARDWARE OR SOFTWARE USED OR OFFERED BY ANY OTHER PARTY. IN NO EVENT WILL ANY THIRD PARTY BE LIABLE HEREUNDER FOR AN AMOUNT EXCEEDING THE LESSER OF THE ACTUAL DAMAGES INCURRED BY CUSTOMER OR THE FEES PAID BY CUSTOMER FOR USE OF THE RESPECTIVE THIRD PARTY SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE EVENT GIVING RISE TO THE LIABILITY TOOK PLACE, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IN NO EVENT WILL A THIRD PARTY BE LIABLE FOR ANY LOSS OF PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF BUSINESS) IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IDEMNIFICATION

Member shall indemnify, defend and hold harmless each Third Party and its respective affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Member's use of the Third Party Software, unless such claim directly results from an action or omission made by such Third Party in bad faith. Charges for Use of the Services. All charges associated with the Services are disclosed in your Fee Schedule.

WARRANTIES

I UNDERSTAND THAT THE FINANCIAL INSTITUTION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FINANCIAL INSTITUTION 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 FINANCIAL INSTITUTION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

AMENDMENTS

From time to time, the Credit Union may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective as stated on any notice sent to You.

SUSPENSION OF SERVICES

The Credit Union may suspend immediately the Services or the processing of any Check or corresponding Electronic Item if the Credit Union has reason to believe that there has been a breach in the security of Service, fraud involving Member's Account or such Check, or any uncertainty as to the authorization or accuracy of Electronic Items. The Credit Union reserves the right at any time to process Electronic Items on a collection basis.

TERMINATION

The Credit Union or You may terminate this Agreement at any time. In the event of termination of the Service, You will remain liable for all transactions performed on your Account.

CONFIDENTIALITY

Third Party Confidential Information means trade secrets, know-how, data, methods, documents, devices, software code, technology, technical information, as well as, business, financial or customer information of a Third Party. Confidential Information will not include any information that Customer can prove: (i) was publicly known in the trade or business prior to its receipt of the Third Party Software; or (ii) was entirely and independently developed by the Customer without any use or reference to

Confidential Information of the other Party.

Customer acknowledges that Third Parties own all rights, titles and interests, including all IP Rights in Third Party Confidential Information. Customer may use Third Party Confidential Information only in connection with its utilization of the Third Party Software and Financial Institution's services, and not for any other purpose. Customer will protect Third Party Confidential Information from unauthorized use or access.

Customer acknowledges that Third Party Confidential Information may still be under development or may be incomplete or may relate to products that are under development or planned for development.

NO THIRD PARTY MAKES ANY WARRANTIES REGARDING THE ACCURACY OF ITS CONFIDENTIAL INFORMATION OR ITS USE FOR A PARTICULAR PURPOSE. Neither Financial Institution nor any Third Party grants any license or right to Third Party Confidential Information except for the limited use of such information in connection with this agreement.

ENTIRE AGREEMENT

This Agreement supplements, but does not replace, any agreement You may have executed with respect to other services including, but not limited to, your Membership & Account Agreement. This Agreement, the Exhibits to this Agreement (as may be amended from time to time), and the Membership & Account Agreement constitute the entire agreement between Member and the Credit Union with respect to the subject matter hereof, supersede any prior agreements between the Credit Union and You with respect to the subject matter hereof, and shall be binding upon the Credit Union, You and their respective successors and permissible assigns. In the event of any inconsistency between this Agreement and the Membership & Account Agreement, this Agreement will govern.

Effective: November 2021

