



ONLINE ACCESS AND MOBILE BANKING AGREEMENT AND DISCLOSURE

This Agreement contains the terms that govern your use of the Mainstreet Federal Credit Union ("the credit union") OnlineAccess and Mobile Banking application services. Please read this Agreement carefully. By requesting and using these Services you agree to comply with the terms and conditions of this Agreement which supplements the terms and agreements of your account(s) to which you have previously agreed. Our OnlineAccess and mobile banking service is intended for eligible members, 18 years of age and older with a valid Social Security Number.

1. Definitions

The following definitions apply in this agreement:

- a. "Agreement" means this OnlineAccess and Mobile Banking Agreement;
- b. "Authorized Representative" refers to a person with authority (with respect to the account);
- c. "ISP" refers to your Internet Services Provider;
- d. "OnlineAccess" is the internet-based service providing access to your credit union accounts;
- e. "Mobile Banking" means accessing OnlineAccess through a cellular phone, smart phone, or other mobile device;
- f. "Online Account" means the credit union account from which you will be conducting transactions using this Service. You must have an existing account with us to enable our OnlineAccess Service;
- g. "Password" is the member generated code selected by you that establishes your connection to the Service;
- h. "Internet Browser" is software used to connect to the internet;
- i. "PC" means your personal computer which enables you, with the Internet Browser and Internet Service Provider (ISP), to access your Online Account.
- j. "Time of Day" references are to Central Standard time;
- k. "User ID" is the credit union generated identification code assigned to you for your initial connection to the Service;
- l. "We", "us", or "the credit union" refers to Mainstreet Federal Credit Union and any agent, independent contractor, service provider licensor, designee, or assignee Mainstreet Federal Credit Union may involve in the provision of OnlineAccess or Mobile Banking;
- m. "You" or "your" refers to the owner of the account or a person with authority with respect to your account.

2. Access to Services

The credit union will provide instructions on how to use the OnlineAccess and Mobile Banking Service. You will gain access to your accounts online through the use of your internet-enabled device, your ISP, your password, and your User ID.

For purposes of transactions, the credit union's business days are Monday through Friday, excluding weekends and holidays recognized by the credit union.

We reserve the right to terminate your access due to account abuse, fraud, legal process or login inactivity (6 months).

3. OnlineAccess Access

You may use OnlineAccess to obtain balances, transaction history and other information for all accounts under your member number. You may also make withdrawals, transfer funds, and make bill payments to preauthorized creditors if service is granted.

We may offer additional services and features from time to time. Any added service or feature will be governed by this agreement and by the terms and conditions provided to you at the time the new service or feature is added.

Your accounts can be accessed through OnlineAccess via personal computer. OnlineAccess will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All check withdrawals are payable to you as a primary member and will be mailed to your address of record. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

4. Mobile Banking Access

Mobile Banking is offered as a convenience and supplemental service to OnlineAccess. It allows you to access your account information, transfer funds, perform transfers between other eligible accounts and conduct other transactions. To utilize Mobile Banking, you must be enrolled in OnlineAccess and then activate Mobile Banking by accessing *mainstreetcu.org* from your device and downloading the free application (Android or Apple).

If you submit your transfer request during normal business hours, you will initiate an immediate Internal Transfer. Transfer requests made on weekends, Federal holidays, or after hours will be processed on the next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. Unless you have opted out of our Overdraft Privilege program, you agree to cover any overdraft amount and associated fees.

Federal regulations require financial institutions to limit the way withdrawals are made from certain types of accounts including Savings and Money Market accounts. Each transfer from this type of account using Mobile Branch will be counted as one of the six limited transactions permitted each monthly statement cycle, as described in the Membership Booklet.

We may, at our discretion, limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing the transferred funds.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Branch. We reserve the right to modify the scope of the Service at any time. We also reserve the right to discontinue Mobile Banking services if your mobile device is lost or stolen.

Mobile Banking may not be accessible or may have limited service over some network carriers. Mobile Banking may also not be supported by all devices. The credit union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of network" issues.

5. Alerts

You may use OnlineAccess to set up various alerts such as valid/invalid login attempts, balance alerts and withdrawal alerts to name a few. These alerts with the exception of the login alerts are sent out at various times during the day and are not real time alerts. These alerts are only designed to assist you with account information and they should not be a substitute for balancing your account. We are not responsible for any alerts not received by you.

6. Your Password and Online Account Information

You are responsible for keeping your password and OnlineAccess information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- a. Do not give out your account information, password, or user ID;
- b. Do not leave your PC unattended while you are in the credit union's OnlineAccess site;
- c. Never leave your account information within access or view of others;
- d. Do not send privileged account information (account number, password, etc.) in any public or general e-mail system;
- e. Do not allow your Internet browser to store your OnlineAccess user ID or password;
- f. If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call (913) 599-1010 or toll-free 1-888-395-1010;
- g. If you believe your password has been lost or stolen, please use the password change feature found under "personal settings" within OnlineAccess to change your password.

7. Member Liability

MEMBER LIABILITY — You are responsible for all transactions you authorize using any services under this Agreement. If you permit someone else to use these services, or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

However, TELL US AT ONCE if you believe your access code has been lost or stolen, if you believe someone has used access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft privilege amount).

For all other transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your access code, you can lose no more than \$50.00 if someone used your access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access code and we can prove that we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by your access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(888) 395-1010 or (913) 599-1010

Fax: (913) 599-4816

or write to:

Mainstreet Credit Union

13001 West 95th

Lenexa, KS 66215

8. Right to Receive Documentation

Periodic Statements - Transfers and withdrawals made through OnlineAccess or mobile banking will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

9. Credit Union Liability

Unless otherwise required by applicable law, we are only responsible for performing OnlineAccess or Mobile Banking services as detailed in this agreement. We will be liable for the amount of any material losses incurred by you resulting directly from our gross negligence. We will not be liable for direct or consequential damages in the following events:

- a. If through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit;
- b. If you used your password in an incorrect manner;
- c. If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction;
- d. If the money in your account is subject to legal process or other claim;

- e. If funds in your account are pledged as collateral or frozen because of a delinquent loan;
- f. Any other exceptions as established by the Credit Union.

10. Billing Errors

In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem appears. Contact us at:

(888) 395-1010 or (913) 599-1010

Fax: (913) 599-4816

or write to:

Mainstreet Credit Union

13001 West 95th

Lenexa, KS 66215

Tell us your name and account number.

Describe the electronic transfer you are unsure about and explain, as clearly as you can why you believe the Credit Union has made an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

11. Account Information Disclosure

We will disclose information to third parties about your account or the transfers you make:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders; or
- d. If you give us your written permission.

12. Notices

All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

13. Governing Law

This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Kansas, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. Enforcement

You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. 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 attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

MOBILE CHECK DEPOSIT SERVICE AGREEMENT AND DISCLOSURE

This Mobile Check Deposit Service Agreement and Disclosure (“Agreement”) is the contract which covers your and our rights and responsibilities concerning the Mobile Check Deposit service (“Mobile Deposit”) offered to you by Mainstreet Federal Credit Union (“Credit Union”). Eligible members with a qualified Checking Account may request our Mobile Check Deposit Service. By enrolling in this service at mainstreetcu.org, you and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement and any amendments. We reserve the right to change the terms and conditions for use of Mobile Deposit service and we may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of Mobile Deposit will indicate your acceptance of the revised Agreement. You represent that you have read this Agreement, understand its terms and conditions, and will retain a copy for your records. We reserve the right to terminate your ability to make mobile deposits due to account abuse, fraud, legal process or login inactivity (6 months).

1. Definitions

- a. “We”, “Our”, “Us”, and “Credit Union” mean Mainstreet Federal Credit Union and our affiliates, as well as third parties that assist us in providing Mobile Check Deposit (“Third Party Service Providers”).
- b. “You”, “Your”, and “Member” mean each and every one of the account owners who use Mobile Check Deposit, any joint owners of accounts accessed under this Agreement, and any user you authorize to use Mobile Check Deposit on your behalf.
- c. “Account” or “Accounts” mean any one or more accounts you have with the Credit Union.
- d. “Check” or “Checks” mean negotiable demand draft(s) drawn or payable through an office of a United States based financial institution, as well as demand draft(s) drawn on a Federal Reserve Bank or a Federal Home Loan Bank or on the Treasury of the United States. Check(s) do not include noncash items payable in a medium other than United States dollars. A draft may be a check even though it is described on its face by another term, such as “money order.”
- e. “Image item” means digitized image(s) of check(s) that are created by you and transmitted to the Credit Union using Mobile Check Deposit.
- f. “Business Day” means every day except for Saturday, Sunday, and federal holidays.

2. Mobile Check Deposit Service Overview

Mobile Check Deposit is designed to allow you to make deposits of checks to your account from home or other remote locations by transmitting image items to us using an approved device.

The services are subject to transaction limitations and the Funds Availability Disclosure, as set forth in the Membership Booklet, which governs the use of your account.

We are notifying you in advance that deposits made through Mobile Check Deposit do not fall under the standard provisions of Regulation CC—Expedited Funds Availability Act, as such, longer hold periods may apply.

3. Equipment

To use Mobile Check Deposit, you must have a supported mobile device (e.g., smartphone, iPad, etc.) with a supported camera and a supported operating system, have a data plan for your mobile device, and download the Mainstreet Mobile App or you can input this URL, mobile.mainstreetcu.org, from your phone browser. A list of Mobile Devices that we support and instruction for downloading the App for such mobile devices are available in the FAQs. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system, or mobile carrier will be compatible with Mobile Check Deposit.

You will be solely responsible for obtaining and maintaining the equipment necessary to use Mobile Check Deposit and for any and all telecommunications and other expenses associated with accessing Mobile Check Deposit.

4. Mobile Check Deposit Terms and Conditions

Member account. You must designate a Credit Union savings or checking account as the settlement account to be used for the purposes of settling transactions requested in connection with your use of Mobile Check Deposit. We will provide you with details of each specific transaction. Mobile Check Deposits will appear on your statements and also may be viewed through Online Access service. You are responsible for auditing and balancing of all transactions in your Settlement Account.

Responsibility for Imaging. You are solely responsible for imaging deposit items, accessing the service from the Credit Union, and for maintaining your imaging equipment.

Deposit Acceptance. You agree that the Credit Union may, at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Deposit session. In the event that Mobile Deposit is interrupted or is otherwise unavailable, you may deposit checks in-person at a Credit Union branch, via night drop, USPS mail, or other contractually acceptable method.

Deposit Limits. Deposits are limited to 5 per day to a maximum of \$5,000 total per day. Monthly limits are established at a maximum of 15 with a total monthly limit of \$20,000. You may send multiple scanned checks to the Credit Union in any one day. If you attempt to initiate a 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. We reserve the right to change these limits at any time without prior notice to you.

Eligible Items for Deposit. You agree to use Mobile Check Deposit to image and deposit only original checks (i.e., drafts drawn on financial institutions within the United States, excluding its territories, and payable on demand). You agree that the image of the original check transmitted to us will be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Kansas (“UCC”). You agree that you will not use Mobile Check Deposit to scan and deposit any checks or other items that:

- Are payable to any person or entity other than you, or to you and a non-joint owner party;

- Checks or items containing alteration to any of the fields on the front of the check or item (including but not restricted to the MICR line), or which you know or suspect, or should know and suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- Were previously deposited whether as an original item, substitute check, or image replacement document, without the Credit Union's express written consent;
- Are "remotely created checks," as defined in Regulation CC;
- Are drawn on a financial institution located outside the United States;
- Are not payable in United States currency;
- Were previously converted to a substitute check, as defined in Regulation CC;
- Are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are a joint owner or an authorized signer/user;
- Are postdated or more than six months old;
- Are payable to cash;
- Are non-negotiable, whether stamped in print or as a watermark;
- Have been de-deposited or returned such as "non-sufficient funds" or "refer to maker" or returned for any other reason; or
- Fail to meet the check requirements and other current procedures relating to Mobile Check Deposit or are otherwise not acceptable under the terms of your Credit Union account

Nothing in this Agreement should be construed as requiring the Credit Union to accept any check or item for deposit, even if we have accepted that type of check or item previously. Nor shall we be required to identify or reject any checks or items that you may transmit and deposit that fail to meet the requirements of this Agreement.

Image Quality. You are responsible for inspecting and verifying the quality of the images associated with image items, thus ensuring that the digitized images of the front and back of the original checks are legible for all posting and clearing purposes by the Credit Union. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearinghouse, or associate, or any higher standards set by us. The requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of an image:

- The information about the drawer and the paying financial institution that is preprinted on the original check;
- The amount of the original check, both written and numeric;
- The original check number;
- The date of the original check;

- The information captured from the magnetic ink character recognition (“MICR”) line of the original check containing the ABA (American Bankers Association) routing and transit numbers;
- Signature(s);
- Any required identification written on the front of the original check; and
- Your endorsement applied to the back of the original check—in accordance with the endorsement procedures set forth in paragraph (g) below

Endorsement Procedures. Prior to transmitting an image through Mobile Check Deposit, you agree to restrictively endorse it as “FOR MOBILE CHECK DEPOSIT ONLY, Mainstreet Credit Union Account # _____” or as otherwise instructed by us. Endorsements must be made on the back of the original check within 1½ inches from the top edge, although we may accept endorsements outside this space. For a check payable to you and any joint owner(s) of your account, the check must be endorsed by all such payees and you may only use Mobile Check Deposit to deposit such a check into an account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your sole responsibility. You agree to follow any and all other procedures and instructions for us of Mobile Check Deposit as we may establish from time to time.

Receipt of Item; Funds Availability. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Central Standard Time, Monday - 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. Funds deposited using this service will generally be made available in three business days from the day of deposit. Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Credit Union, in its sole discretion, deems relevant.

Returned Deposits. Any credit to your account using Mobile Check Deposit is provisional. If a check deposited through Mobile Check Deposit is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check, or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. You cannot redeposit a returned item via Mobile Check Deposit.

Original Check Retention/Destruction. You understand and agree that all original checks electronically imaged and transmitted to us for deposit belong to you and not to the Credit Union. You agree that you will securely preserve the originals of all checks processed through the services pursuant to this Agreement for thirty (30) calendar days after the day of deposit (“Retention Period”). Upon our request from time to time, you agree to deliver to us within five (5) business days, at your expense, the requested original check in your possession. If not

provided in a timely manner, such amount will be charged back from your account. During the Retention Period, you understand and agree that you must use the highest degree of care to protect the original check against security risks. These risks include, without limitation, theft or reproduction of the original check for purposes of presentment for deposit of the original check (i.e., after the original checks have already been presented for deposit via Mobile Check Deposit) and unauthorized use of information derived from the original check. Promptly after the Retention Period expires, you agree to use commercially reasonable method(s) to destroy original checks. You are required to implement such procedures to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction, and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed. You understand and agree that you are responsible for any loss caused by your failure to secure and/or destroy the original check. You agree never to represent to us or any other party a check or item that has been deposited through Mobile Check Deposit unless we notify you that the check or item will not be accepted for deposit through Mobile Check Deposit.

5. Your Responsibility for Mobile Check Deposit

Responsibility for Imaging. You are solely responsible for imaging deposit items (including, without limitation, the quality, completeness, accuracy, validity, and integrity of all images transmitted to us through Mobile Check Deposit) and accessing Mobile Check Deposit from the Credit Union. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

Security of Your Mobile Device and Account Information.

You are responsible for: Maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used by you to access Mobile Check Deposit (collectively, "Access Information"); and

Preventing unauthorized access to or use of the information, files or data that you store, transmit, or use in or with Mobile Check Deposit (collectively, "Account Information").

You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email, and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you.

You agree to immediately notify us by telephone at 913-599-1010 or 888-395-1010, by sending us a secure messaging in OnlineAccess or in writing to PO Box 15359 Lenexa, KS 66285 if you become aware of any loss, theft, or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to Mobile Check Deposit (or any part thereof) if we believe that any loss, theft, or unauthorized use of Access Information has occurred.

Enforcement; Right of Setoff. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your account or otherwise in connection with your use of Mobile Check Deposit. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related

to such item, whether or not the rejection, return, adjustment, or warranty claim was made timely, or for any other amounts owed to us under the terms of this Agreement.

Account Reconciliation. You agree to verify and to reconcile any out-of-balance condition, and promptly notify us by telephone at 913-599-1010 or 888-395-1010 or by sending us a secure messaging in OnlineAccess or in writing to PO Box 15359 Lenexa, KS 66285 of any errors within the time period established in the Account Agreement after receipt of your account statement. If notified within such period, we will correct and resubmit all erroneous files, reports, and other data at our then standard charges, or at no charge, if the erroneous report or other data directly resulted from our error.

Email Address. You agree to notify the Credit Union immediately if you change your email address.

Security Interest. You grant the Credit Union a security interest in all accounts or other deposits (whether general or special) you have with the Credit Union, and in all funds in such accounts or other deposits, to secure your obligations to the Credit Union under this Agreement. This security interest will survive termination of this Agreement.

Promises You Make to Us. You warrant to the Credit Union that:

- You will only transmit eligible checks and items that you are entitled to enforce;
- Items will include all signatures for their negotiation;
- Images will meet the Credit Union's image quality standards in effect;
- You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party;
- You will not deposit or represent the original check or item with the Credit Union or any other party;
- You assume responsibility for any original check that is transmitted that for any reason is not paid;
- You are authorized to enforce and obtain payment of the original check;
- You will retain possession of the original check deposited using Mobile Check Deposit for the required retention period;
- 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 have not knowingly failed to communicate any material information to us;
- All information you provide to the Credit Union is accurate and true, including that all images transmitted to the Credit Union accurately reflect to front and back of the check or item at the time it was scanned;
- You will comply with this Agreement and all applicable rules, laws, and regulations; and
- You will use Mobile Check Deposit only for your own deposits and will not allow the use of Mobile Check Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

Indemnification Obligation. You agree to indemnify, defend, and hold harmless the Credit Union and our Third Party Service Providers and their respective affiliates, officers, directors, employees, insurers, and agents from any and all claims, liability, damages, and/or costs (including, but not limited to, reasonable attorney fees) arising directly or indirectly from:

- Your use of Mobile Check Deposit;
- Any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith;
- Your negligence, criminal activity, fraud, intentional tort, or willful misconduct;
- Your violation or breach of the terms of this Agreement, including, but not limited to, any breach that results in the unauthorized and/or nonpermissible use of information obtained via the Credit Union's remote deposit services; and/or
- Your infringement, or infringement by any other user of your account(s) at our website, of any intellectual and provide information and/or documents, at your expense, to permit such auditing and monitoring, to confirm that you have satisfied your obligations under this Agreement.

Auditing. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate and provide information and/or documents, at your expense, to permit such auditing and monitoring, to confirm that you have satisfied your obligations under this Agreement.

Compliance with Law and Rules. You agree to comply with all laws, statutes, regulations, and ordinances pertaining to your use of Mobile Check Deposit, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which the Credit Union is a party that govern the remote deposit services we provide hereunder.

Service Charges. Mobile Check Deposit is provided at no charge to you. You agree, however, that we may charge a fee for Mobile Check Deposit as disclosed in our current Schedule of Fees. If you continue to use Mobile Check Deposit after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time.

6. Our Responsibility for Mobile Check Deposit.

Financial Data. We will transmit all the financial data under our control required to utilize Mobile Check Deposit selected by you and to act on appropriate instructions received from you in connection with Mobile Check Deposit. We shall exercise due care in seeking both to preserve the confidentiality of the Access Information. You otherwise assume full responsibility for the consequences of any misuse or unauthorized use of or access to Mobile Check Deposit.

Service Availability. You understand and agree that Mobile Check Deposit may at times be temporarily unavailable due to system maintenance or technical difficulties, including, without limitation, those of the Internet service provider, cellular service provider, and Internet software. In the event that Mobile Check Deposit is unavailable, you may deposit original checks in-person at our financial centers, through our ATMs, by night drop at our participating financial centers, or by mailing the original check to PO Box 15359 Lenexa, KS 66285.

Retention of Check Images. We will retain any substitute checks we generate for seven (7) years.

7. Ownership and License.

You agree that the Credit Union and our Third Party Service Providers, as applicable, retains all ownership and proprietary rights in Mobile Check Deposit, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of Mobile Check Deposit, including the App. You may use Mobile Check Deposit only for your own benefit. 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 Mobile Check Deposit. In the event that you attempt to use, copy, license, sublicense, sell, or otherwise convey or to disclose the App or any other part of Mobile Check Deposit, in any manner contrary to the terms of this Agreement, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

8. Third Party Beneficiary

You agree that our Third Party Services Providers, including disclaimer of warranties and any limitation of liability and that such Third Party Service Providers are, for the purpose of this Agreement, third party beneficiaries to this Agreement with the power to enforce this Agreement.

9. Liability

Disclaimer of Liability. YOU ACKNOWLEDGE AND AGREE THAT MOBILE CHECK DEPOSIT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF MOBILE CHECK DEPOSIT. WE MAKE NO WARRANTIES AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING MOBILE CHECK DEPOSIT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY AND ALL WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF MOBILE CHECK DEPOSIT (INCLUDING, WITHOUT LIMITATION, THAT MOBILE CHECK DEPOSIT WILL OPERATE WITHOUT INTERRUPTION OR BE TIMELY, SECURE, OR ERROR FREE). YOU FURTHER ACKNOWLEDGE AND AGREE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

Direct Damages. YOU ACKNOWLEDGE AND AGREE THAT OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, HOWEVER, THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, REGARDLESS OF THE FORM OF ACTION

OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Force Majeure. We shall not be responsible for any claim, liability, loss, or damage of any kind arising directly or indirectly from any act or omission (including processing error, delay or failure to perform) hereunder that is caused for reasons beyond our control, including, but not limited to, acts of civil, military or regulatory authorities, national emergencies, riots, weather, unavoidable difficulties with equipment, unavailability of the Internet or other service provider or any equipment failure, whether caused by a virus or otherwise.

10. Cancellation by You; Termination or Refusal by Us.

You may cancel Mobile Check Deposit at any time by calling 913-599-1010 or 888-395-1010 and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via Mobile Check Deposit. We will have no obligation to honor any instruction, in whole or in part that:

- We reasonably believe is used for any illegal or improper purpose or activity;
- We have reason to believe may not be authorized by you;
- Would violate any law, rule, or regulation applicable to us or Mobile Check Deposit;
- Is not in accordance with any other requirement stated in this Agreement or any of our policies, procedures, or practices; or
- For our protection or yours, we have reasonable cause not to honor.
- We reserve the right in our sole discretion to refuse to honor an instruction, terminate your access to Mobile Check Deposit, or suspend or terminate Mobile Check Deposit, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if;
- We have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information;
- We believe Mobile Check Deposit is not being used for its intended, bona fide, and lawful purpose under this Agreement and the Mainstreet Credit Union Online Banking Agreement;
- We have reason to believe Mobile Check Deposit is being used in an anti-competitive manner or contrary to the Credit Union's business interests;
- Your account is closed or access to your account is restricted for any reason; or
- Due to a change in law, regulation, regulatory directive, or guidance; or
- Any cancellation, termination, or refusal, whether or not described above, by us will not affect your liability or obligations under this Agreement for actions we have taken on your behalf, or the Membership and Account Agreement, or any other agreements you have with us.

11. Miscellaneous

This Agreement is hereby incorporated by reference into and subject to the provisions of the Membership Agreement. Except as amended by this Agreement, the Membership Agreement and the other agreements remain in full force and effect. If any portion of this Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

You understand and agree this 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 Kansas, 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 Kansas.

In the event either party brings a legal action to enforce the terms of this Agreement or to collect any overdrawn funds on any account accessed under this Agreement, the prevailing party shall be entitled, subject to Arizona law, to payment by the other party of its reasonable attorney's fees and costs, including, without limitation, fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

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