

MOBILE REMOTE DEPOSIT SERVICES AGREEMENT ("Agreement")

This Agreement contains the terms and conditions for use of the mobile deposit services of Mid-Atlantic Federal Credit Union ("MAFCU"). Other agreements you have entered into with MAFCU governing your MAFCU account, are incorporated by reference and made part of this Agreement.

Services. Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. After you login to Mobile Banking, you may apply for Mobile Deposit.

Limits. Mobile Deposits are limited in amount to \$2500 per day and are subject to change. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC")(e.g., drafts drawn on a credit union, savings and loan or bank and payable on demand.) You agree that the image of the check transmitted to MAFCU shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not use Mobile Deposit to deposit:

Checks or items payable to any person or entity other than you;

Checks that are remotely created checks as defined in Reg CC (i.e., checks lacking the original signature of the person authorizing the check);

Checks previously converted to a substitute check(i.e., paper checks created from an electronic image), as defined in Reg CC;

Demand drafts, as defined in Reg CC;

Checks that have been previously returned unpaid for any reason;

Checks that are postdated or more than six months old;

Checks drawn on a financial institution located outside the United States;

Checks not payable in United States currency;

Checks drawn on another account owned by you;

Checks payable jointly (except if made payable to you and/or your joint account owner);

Checks that exceed the maximum daily limit set forth above;

Checks which are otherwise not acceptable under the terms of your Membership and Account Agreement;

Checks that contain evidence of alteration, or that 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.

Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. 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, clearing house or association. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your account number and "FOR MOBILE DEPOSIT". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement which can be found on the main page of our website www.mafcu.org

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for 60 days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 2 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are 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. 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.

Your Warranties. You make the following warranties and representations with respect to each image:

Each image 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.

The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.

You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.

There are no other duplicate images of the original check.

The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.

You are authorized to enforce and obtain payment of the original check.

You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that 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.

Compliance with Law. You will use Mobile Deposit 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.

Errors. You agree to notify MAFCU of any suspected errors regarding items deposited through Mobile Deposit right away, and in no event later than sixty days after the applicable MAFCU account statement is sent. Unless you notify MAFCU within sixty days, such account statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against MAFCU for such alleged error.

Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to:

Mid-Atlantic Federal Credit Union

P.O.Box 2270

Germantown, MD 20875

Funds Availability. For purposes of funds availability, Mobile Deposits will show as being deposited in our main office in your account history. Funds will be available as described in our Funds Availability Disclosure found in our Membership and Account Agreement which can be found on the main page of our website www.mafcu.org

Business Days. Our business days are Monday through Friday, except holidays.

Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone to 301-944-1800 with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our

reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. and Ensenta Corporation, retain all rights, title and interests in and to the Services, Software and Development made available to you.

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

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE DEPOSIT 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 ANY REMOTE DEPOSIT SERVICE, 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 ANY REMOTE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES 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 ANY REMOTE BANKING SERVICE, 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.

Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Eligibility. Mobile Deposit may not be available for your account due to one or more of the following reasons listed below:

Deposit restrictions on your account (You must have either Direct Deposit* or an Active Bill Pay account ** to use this service)

*- User must have a minimum Direct Deposit of \$500 per month to their account

** - User must have paid at least 1 bill in the past 90 days through our Bill Payment system

Current or previous collections history

Fraudulent activity on your account

Termination or Suspension of Mobile Remote Deposit Services. MAFCU may terminate or suspend your use of the Mobile Deposit at any time. MAFCU may terminate or suspend Mobile Deposit without prior notice if MAFCU, in its sole judgment, believes there has been a breach in the security of Mobile Deposit, there has been unauthorized activity involving your account, you have engaged in activity that violates the terms of this Agreement, or there has been account activity resulting in an overdraft in any of your deposit accounts with MAFCU. Should your use of Mobile Deposit be suspended, MAFCU may, in its sole discretion, reconsider your account for eligibility to use Mobile Deposit no sooner than six months after suspension.

For further assistance and details, please contact Mid-Atlantic FCU at 301.944.1800 and speak with a Member Services Representative.