

HAWAIIAN FINANCIAL FEDERAL CREDIT UNION

Mobile Remote Deposit Capture Agreement and Disclosure

This Agreement contains the terms and conditions for the Mobile Remote Deposit Capture Service (“Service”) that Hawaiian Financial Federal Credit Union (“HIFICU”, “we”, “us”, “our”) may provide to you. “You” and “your” mean the owner(s) of the account (“Account”) for which you use the Service and the authorized users of the account. The terms, provisions and conditions of this Agreement does not replace, but supplements, any and all other agreements (whether now or in the future) that govern the Account or any other HIFICU services utilized by you.

1. Service.

The Service is designed to allow you to make deposits to your Share Draft, Regular Share or VIP Tiered Savings Accounts using your approved mobile device by capturing an image of the original paper check and transmitting the check image to us through your electronic device for deposit. This Agreement describes what checks are eligible for deposit through the Service, special provisions regarding funds availability, processing, warranties and indemnities, safety and security measures, and other important information. The Service is only for use with respect to your accounts used primarily for personal, family, or household purposes, and may not be used for any business purpose.

To use the Service, you must also be enrolled in HIFICU’s Home Branching Service. All terms and conditions applicable to your account and all services that you access apply to your use of the Service. In the event of any irreconcilable inconsistency, the provisions of the more specific document will control. For example, this Agreement will control over the Home Branching Agreement, which will control over the Membership Application and Account Agreement. If there is an irreconcilable conflict between what an employee says and written disclosures, the written disclosures will prevail.

2. Member Eligibility.

You must be a member of HIFICU for at least ninety days, be at least eighteen years of age, and be a member in good standing to be eligible to use the Service. We may revise eligibility requirements for the Service or terminate your eligibility to use the Service at any time without prior notice to you.

3. Acceptance of these Terms.

Your use of the Service constitutes your acceptance of this Agreement. We reserve the right to change, modify, add, or remove portions of the terms for the Service by notifying you of such change via email or by posting notice on our website. Your continued use of the Service will indicate your acceptance of the revised Agreement.

4. Eligible Checks.

You agree to scan and deposit only checks that are eligible for deposit through the Service. The following are ineligible checks:

- Checks payable to any person or entity other than you (third party checks or

checks payable to “cash” are not eligible).

- Any check exceeding \$2,000.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks containing an alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks with any inconsistencies, such as the numerical amount not matching the written amount.
- Checks that do not have the full Magnetic Ink Character Recognition (MICR) line printed on the check;
- Checks that are remotely created checks, as defined in Regulation CC.
- Checks previously converted to a substitute check, as defined in Regulation CC.
- Checks payable on sight or payable through Drafts, as defined in Regulation CC.
- Checks drawn on a financial institution located outside the United States or located in a United States territory.
- Checks that are not payable in United States dollars.
- Checks dated more than 6 months prior to the date of deposit.
- Checks dated after the date of deposit.
- Checks previously negotiated or “cashed” at an alternate financial institution or other HIFICU branch or deposit channel causing the same drawer’s account to be debited twice.
- Checks drawn on any of your personal accounts with HIFICU.
- Checks that are non-negotiable.
- Checks that are counter or temporary checks.
- Checks that were previously returned for any reason.
- Checks made payable to a custodial and/or account governed by the Uniform Transfers to Minors Act.
- Checks that are payable to a trust, a trustee, or other fiduciary.
- Checks to be deposited to an IRA.
- Savings bonds, traveler’s checks, demand drafts, cash, cashier’s checks, teller’s checks, certified checks, money orders, postal orders.
- U.S. Treasury Checks; Federal Reserve Bank Checks; Federal Home Loan Bank Checks, government checks or warrants.
- Checks that require a special endorsement or warranty (e.g., insurance or escrow checks).
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that do not have the original manual signature of the person authorizing the check (facsimile signatures are not eligible).
- Checks for which you do not have the original paper check in your physical possession.
- Checks that are in violation of any federal or state law, rule, or regulation.

Deposits of any ineligible check may result in the immediate termination of your use of the Service.

If you have any questions about whether or not a check is eligible for deposit through the Service, contact any HIFICU branch. A check that is not eligible for deposit through the Service may be accepted for deposit or collection at a HIFICU branch or Shared Branching Outlet or via US Mail.

HIFICU reserves the right to modify the checks eligible for deposit through the Service without prior notice.

5. Deposit Limits.

You agree that you will not use the Service to deposit any check in excess of \$2,000. In addition, you agree that you will not use the Service to deposit more than \$2,000 per business day (measured from 8:00 pm (Hawaii time) to 8:00 pm (Hawaii time) of the following business day). Checks in excess of that amount may be deposited at any HIFICU branch or Shared Branching Outlet. 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 revise the limits from time to time.

6. Image Quality.

The check image transmitted to HIFICU using the Service must be legible. The image quality must comply with the requirements established from time to time by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Bank, and any other regulatory agency, clearing house or association used to process your deposit.

7. Endorsements and Procedures.

You agree to restrictively endorse any check transmitted through the Service as “For mobile deposit only, Hawaiian Financial FCU Account # _____” on the back of the check, or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Service as HIFICU may establish from time to time. You agree that we can accept an original paper check for manual deposit even if it is endorsed for mobile deposit.

8. Receipt of Check Images.

Upon receipt of the check image via the Service, we may examine the check image and convert it into a “substitute check” to facilitate the deposit and collection. Electronically transmitting a check to us does not constitute receipt by us. Log on to HIFICU’s Home Branching Service to confirm that the check has been posted to the correct account for the proper amount. Our posting of a check does not mean that the image contains no errors, that we are responsible for any information you transmit to us, that funds are available for withdrawal, or that HIFICU received payment from the issuer of the check. All deposits are subject to verification and may be adjusted upon our review. We reserve the right, within our sole and absolute discretion, to reject any remote deposit into your Account. You agree that HIFICU is not liable for any loss, costs, or fee you may incur as a result of our chargeback of an ineligible check. You understand that any amount credited to your Account for checks deposited using the Service is a provisional credit and you agree to

indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

You agree to regularly review your account transaction history to confirm whether or not transactions have been processed properly, and to contact us immediately in the event of any discrepancy.

9. Processing of Checks.

HIFICU reserves the right to reject or delay processing of any check deposited through the Service. HIFICU is not required to inspect or verify the check image to determine its accuracy, legibility, quality, MICR information, or any other matter. HIFICU may contact the drawer of the check to verify its validity, but HIFICU has no duty to do so.

HIFICU may determine the method used to process, clear, present for payment, and collect the check, and may select clearing agents, in HIFICU's sole discretion. You agree to be bound by any clearinghouse agreements, operating circulars, image exchange agreements, and other arrangements to which HIFICU is a party.

10. Returned Checks.

If checks deposited through the Service are dishonored, 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 check image, you agree that an original check will not be returned to you, but that we may charge back the amount of the check and provide you with an image of the check, a paper reproduction of the check, a substitute check, or other Image Replacement Document (IRD). You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned check. We may debit any of your HIFICU accounts to obtain payment for any check that has been rejected or returned, for any adjustment, warranty, indemnity or claim related to such check, whether or not made timely.

You may not use the Service to deposit a substitute check and you may not deposit an image of a check through the Service or in any other manner if you received a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

To redeposit a dishonored remote-deposited check, please bring the IRD of the check and the original check to a HIFICU branch. Applicable fees may be assessed each time a check is dishonored. See our Rate and Fee Schedule.

11. Funds Availability.

The checks transmitted using the Service are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. For purposes of determining the availability of funds, checks deposited via the Service are considered received by HIFICU when posted to your account (see below), and funds will be available by the fifth business day after the date of posting.

In most cases, checks deposited through the Service on a business day prior to 1:00 pm (Hawaii time) will be posted on the same business day; checks deposited after

1:00 pm (Hawaii time) will be posted on the next business day. HIFICU may change the cut-off time in its discretion.

Credit is provisional. You remain responsible for any funds credited to your Account if the check is returned unpaid for any reason at any time, irrespective of when the funds are made available to you. HIFICU reserves the right to reject or delay processing of any check deposited through the Service. Similarly, HIFICU may delay the availability of funds for any check deposited through the Service.

For determining the availability of funds, every day is a business day, except Saturdays, Sundays and federal or credit union holidays.

To avoid delay, you may go to any HIFICU branch or Shared Branching Outlet to deposit the original check instead of using the Service. You may contact any HIFICU branch for information regarding deposits and availability.

12. Check Retention and Destruction.

Upon your confirmation that the check has been properly posted, you agree to prominently mark the front of the original check "Mobile Deposited to Hawaiian Financial FCU" with date of deposit to ensure that it is not re-presented for payment. You agree to securely store each original check that you deposit using the Service for a period of at least sixty (60) days after the date we have posted the check in order to verify settlement and credit or to balance periodic statements. Protect the check as you would protect cash. During the sixty-day period, you must promptly provide the original check to us within one business day upon our request. After the sixty days, you agree to promptly provide a sufficient copy of the front and back of the check. After the sixty days, if you dispose of the original check, mark it "VOID" and then destroy it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the check image will be the sole evidence of the original check. You agree to cooperate with us to aid in the clearing and collection process, to resolve claims with respect to any check, for HIFICU audit purposes, or for any other matter reasonably requested by us.

13. Fees and Charges.

HIFICU does not charge a monthly service fee for the Service. However, we reserve the right to charge a monthly service fee in the future. If we decide to do so, we will provide you with a notice of change in terms. Standard data and mobile phone rates from your wireless provider may apply. You may be charged access rates depending on your carrier. Please contact your mobile device carrier for additional information.

There may be a charge for additional transactions and optional services as disclosed on our Rate and Fee Schedule, which is available online at <https://hitelfcu.com/disclosures/rateFee.pdf>. You also agree to be responsible for any fees and charges arising out of your use of the Service, including but not limited to fees assessed for any returned checks. You agree to pay the fees and charges and authorize us to charge your Account or, if sufficient funds do not exist in your Account or overdraft sources, you authorize us to charge any of your accounts at HIFICU.

14. Attempted Cancellation of Mobile Deposit Check.

You shall have no right to cancel any check after receipt of the check image by HIFICU through the Service. However, HIFICU may be able to act on your request to cancel the deposit, but shall have no liability if such cancellation is not implemented or completed. A nonrefundable fee will be assessed. See our Rate and Fee Schedule. You agree to indemnify, defend and hold HIFICU harmless for any expenses, losses, or damages incurred in connection with your request.

15. Hardware and Software Requirements.

In addition to the software and hardware requirements to access the Home Branching Service, to use the Mobile Remote Deposit Capture Service you must have a supported mobile device with a camera and a compatible wireless plan. You must obtain the "Touchbanking" app from your device's app store (e.g., Apple App Store or Google Play). After accessing the app, you will be prompted to enroll and will gain access to HIFICU's Service.

You must also use an operating system and software that satisfies all technical specifications and other requirements that HIFICU and its service provider establish and specify from time to time. Log on to <https://hitelfcu.com/disclosures/MobileMoneySpecifications.pdf> for current specifications. You must obtain and maintain, at your expense, the specified hardware and software. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your participation in the Service.

You are solely responsible for electronically transmitting checks, accessing the Service from HIFICU and for maintaining your scanning equipment in a safe and secure manner. You will be responsible for the payment of all telecommunications expenses associated with the Service. HIFICU shall not be responsible for providing or servicing any equipment for you. Further, we are not responsible for any third party software you may need to use the Service. Any such third party software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

You agree that it is your responsibility to secure your equipment, mobile devices, and Internet or cellular connections. You agree, to the full extent permissible by law, that HIFICU shall not be responsible for any loss, injury or damages caused by or arising from your use of your computer equipment or software; your Internet service provider; installation, use or maintenance of your personal computer equipment, software, mobile devices, or Internet connectivity, or any use or attempted use of the Service. You further agree that HIFICU may make the Service temporarily unavailable due to scheduled maintenance, technical difficulties, security or other concerns.

16. Review of Transactions; Monthly Account Statement and Prompt Notice to HIFICU.

If you discover an error or suspect unauthorized activity in your Account, call us immediately at (808) 832-8700 or visit any of our branch offices.

You agree to review your monthly Account Statement and notify HIFICU immediately in the event of any error, and in any event within sixty (60) calendar days after the HIFICU Account statement is sent to you. Unless you notify HIFICU within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against HIFICU for the alleged error to the full extent permitted by law.

17. Security Procedures.

You agree to the security procedures (“Security Procedures”) used by HIFICU in connection with the Service, as described below. As part of the Security Procedures, HIFICU may employ various authentication technologies, including, but are not limited to, use of User IDs, passwords and other “Additional Authentication Information” (“AAI”) that HIFICU may require you to provide at HIFICU’s sole discretion.

You understand and agree that you will be responsible for maintaining security and control over your User ID, password, AAI, and checks, and shall use security for such items comparable to the security and control you would use for cash, but in no event less than reasonable security and control in the circumstances.

HIFICU will never contact you by email, telephone, mail or other type of correspondence and request your PIN, password, username, AAI, or other access code. If you are contacted by anyone asking for your PIN, password, username, AAI or other access code, you should refuse and immediately contact HIFICU. You may be the victim of identity theft.

If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, notify HIFICU at (808) 832-8700 immediately by telephone. You will be solely liable for all transactions initiated before HIFICU has received such notification and has had a reasonable opportunity to act on such notification except as otherwise provided by law.

HIFICU reserves the right to change any or all of the Security Procedures at any time to protect the integrity of the system. You agree that your use of the Service after HIFICU provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. HIFICU is not agreeing to any Security Procedures or other procedure for the detection of errors. You represent that you consider the Security Procedures for the Service to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting.

18. Logging On and Logging Off.

It is important that you close all other windows before accessing the Service, and that you not open other windows while you are logged on to the Service. It is also important that you end each session by properly logging off of the Service and

closing the window for the Service. Having other windows open while you are logged on to the Service, or failing to log off of the Service and closing the window properly, may increase the risk of unauthorized access to your account.

19. Safeguards.

Safeguard your mobile device and checks. If you lose your mobile device or a check, notify HIFICU at (808) 832-8700 immediately by telephone. Do not allow others to access your mobile device, or leave it unattended or unlocked when not in use. Frequently delete text messages from HIFICU, especially before loaning, discarding or selling your mobile device. If you install third-party apps on your mobile device, your mobile device could be compromised by malicious code that is designed to access files or passwords. Before downloading or installing a banking app or shortcut on your mobile device, verify that it is the authorized and genuine app from HIFICU. Do not click on any active links in any suspicious emails. Contact HIFICU at (808) 832-8700 immediately as you may be the victim of identity theft.

20. Your Responsibilities.

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the check image submitted through the Service. You are solely responsible for any fraudulent, incorrect, illegible, unauthorized, inaccurate, incorrect or otherwise improper or unusable images submitted to us for any of your accounts or by anyone using your device, password or AAI except as otherwise provided by law.

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 retain all rights, title and interests in and to the Service and software made available to you.

You agree that images and files that you transmit through the Service will not contain any viruses or any other disabling features that may have an adverse impact on the network, data, or related systems.

21. Compliance with Law.

You will use Service for lawful purposes and in compliance with all applicable laws, rules and regulations and this Agreement. You warrant that you will only transmit acceptable checks for deposit and have handled the checks in accordance with applicable laws, rules and regulations and this Agreement.

22. Enforcement.

You agree to be liable to HIFICU for any liability, loss, or expense as provided in this Agreement that HIFICU incurs as a result of any dispute involving your accounts or services. You authorize HIFICU to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Hawaii. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to

Hawaii law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

HIFICU may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable, such provision shall be deemed revised and enforced to the maximum extent permitted by law, and the remainder of the Agreement shall not be impaired or otherwise affected thereby.

Your obligations and our rights that are described in this Agreement also apply to other items that you attempt to transmit through the Service or that are dishonored, rejected, or otherwise fail to satisfy the terms and conditions of this Agreement.

23. Errors in Transmission.

By using the Service you accept the risk that a check or information may be intercepted or misdirected during transmission. HIFICU bears no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors.

24. Corrections.

You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at HIFICU or elsewhere, in order to correct any rejected or erroneous transaction. You agree to cooperate with any action to reverse a transaction that was rejected or made in error or in violation of this Agreement, and to offset any benefit you receive against any loss we suffer.

25. Accountholder's Warranties, Indemnities and Representations.

You make the following warranties, indemnities and representations with respect to your use of the Service and the check image you transmit to us using the Service:

- You created the check image from the original physical paper check.
- The check 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, the payee(s), signature(s), and endorsement(s) on the check are legible, genuine, and accurate.
- No check submitted to us for deposit has been, nor will be, submitted or resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
- Other than the check image that you remotely deposit through the Service, there are no other duplicate images of the check.
- Each check was authorized by the drawer in the amount stated on the check and to the payee stated on the check.
- You are authorized to enforce and obtain payment of the check.
- The information you provided in your Membership Application and Account Agreement is true and correct and, in the event any such information changes, you will immediately notify us of the change.

- You have not knowingly failed to communicate any material information to us.
- You have and will retain possession of each original check deposited using the Service for the required sixty (60) day retention period and neither you nor anyone else will submit the original check, a substitute check, or any other image of the check for payment.
- You will not use the Service or your Account for any illegal activity or transaction.
- 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.
- The check has not been returned or rejected for any reason.
- Each check submitted through the Service meets all of the eligibility requirements set forth in this Agreement.
- You make all warranties and indemnities that would otherwise apply to the check if it had been a paper check deposited to HIFICU;
- You give all encoding, transfer, presentment and other warranties and indemnities that HIFICU or any correspondent, truncating or reconverting bank is deemed by law to provide to others under any law, regulation, operating circular, clearinghouse rule, image exchange network rule, or agreement to which HIFICU or the correspondent bank is a party;
- You are using the Service in good faith, in compliance with all applicable law, without any malicious code or other potentially damaging capabilities;
- HIFICU will not sustain a loss because you have used the Service;
- You will not permit any third party to use the Service to deposit checks to your Account.

You specifically agree that by using Service, you give HIFICU the same warranties and indemnities that HIFICU, as a reconverting or truncating bank (e.g., the first bank that sends the check image or information from the check instead of the original paper check), would give under applicable law or regulation. You agree that all of the warranties and indemnities deemed given by a depositor of a check to a bank under the Hawaii Uniform Commercial Code ("UCC") shall also apply to the check that you submit using the Service, the same as if it were a paper check within the meaning of the UCC as adopted by the State of Hawaii. Accordingly, except to the extent that any warranties or indemnities deemed given under the UCC are expressly superseded by the Check 21 Act or the Check 21 regulations under Regulation CC, you give HIFICU all the same warranties and indemnities you would have given under the UCC for the deposit of an original check by transferring to HIFICU: (a) the image of the check; (b) any Image Replacement Document or other purporting to be a substitute check; or (c) any electronic image that purports to represent an original check. The above warranties and indemnities are deemed given to HIFICU and any person to whom HIFICU transfers, presents or returns any image of any check, or any replacement therefor created by HIFICU or any subsequent person. This means, for example, that you bear all risk for submitting the check image for deposit through the Service instead of submitting the physical check for deposit.

In addition, there is an extended time period for the payor bank and others to refuse to honor the check. Such claims may be brought within one year after the injured person has reason to know of sufficient facts and circumstances giving rise to the claim.

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the check submitted through the Service. You are solely responsible for any fraudulent, incorrect, illegible, unauthorized, inaccurate, incorrect or otherwise improper or unusable images submitted to us for any of your accounts or by anyone using your device, password or AAI except as otherwise provided by law.

You agree to cooperate with any loss recovery efforts. You agree to cooperate with HIFICU and law enforcement in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of checks deposited through the Service in your possession and your records relating to such checks and transmissions. You agree to subrogate HIFICU to your rights to the extent of any liability.

26. Accountholder's Indemnification Obligation.

You understand and agree that you indemnify, defend and hold harmless HIFICU and its directors, officers, employees, members and agents from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from any use of the Service by anyone for your account and for any breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

27. DISCLAIMER OF WARRANTIES.

YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING 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 BANKING SERVICE 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. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR HIFICU'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.

YOU AGREE THAT HIFICU WILL NOT BE LIABLE FOR ANY DAMAGES THAT ARISE, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ANY OF THE FOLLOWING: (A) ANY ERROR, FAILURE OR DELAY IN THE TRANSMISSION OR DELIVERY OF DATA, RECORDS, OR CHECKS; (B) ANY DIFFICULTY WITH THE CHECK IMAGE, FILE, OR OTHER TRANSMISSION; OR (C) ANY NONPAYMENT OR RETURN OF ANY CHECK.

28. LIMITATION OF LIABILITY.

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

HIFICU does not warrant that the Service will be error-free, uninterrupted, timely, or secure. HIFICU will only be liable to you for damages arising directly from HIFICU's intentional misconduct or gross negligence in the performance of the Service. HIFICU will not be liable for any damages that arise, directly or indirectly, in whole or in part, from any of the following:

- Your actions or omissions, or those of third parties who are not within HIFICU's immediate and reasonable control;
- Your negligence, breach of any agreement with HIFICU, or failure to follow instructions;
- Any ambiguity, inaccuracy or omission in any information provided to HIFICU;
- Any error, failure or delay in the transmission or delivery of data, records, or checks;
- Any question regarding the authority of any person to act through the Service on your behalf or any account owner;
- Any question regarding transactions made through the Service on any of your accounts;
- Any difficulty with the check, file, or other transmission; • Any nonpayment or return of any check;
- Any virus or malware attack;
- Any unavailability or failure of any system, data processing, computer, software, telecommunication or internet provider service;
- Circumstances beyond HIFICU's control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption, or a natural disaster);
- Any unavailability of the Service;
- Any limitations placed on transactions by a government agency, a clearinghouse or an exchange network rules or guidelines.

You agree that the aggregate annual liability of HIFICU for your use of the Service shall be limited to the greater of the annual fee (if any) charged by HIFICU to maintain your Account or the annual fee (if any) for the Service charged by HIFICU, but in no event more than \$100.00. Any action against HIFICU with respect to the Service must be commenced within twelve (12) months from the date of the event giving rise to the proceeding. If HIFICU is liable to pay you any interest, the rate paid will be the then current interest rate which deposits in your Account earn. If your Account does not pay interest, the rate paid will be the applicable Federal Funds interest rate.

29. Ownership and License.

You agree that we retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (a) in any anti-competitive manner; (b) for any purpose which would be contrary to our business interest; or (c) to our actual or potential economic disadvantage in any aspect.

You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

30. Business Accounts Excluded from Service.

You agree not to use the Service for organizational, business and other nonconsumer accounts (collectively referred to as "business accounts") or for any business purpose. HIFICU has no liability for any and all loss incurred in connection with use of the Service for business accounts or for any business purpose, and you agree to indemnify, hold harmless, and defend HIFICU for any loss it suffers because of any use of the Service by you or with respect to any of your business accounts or for any business purpose.

31. Limitations of Service.

We reserve the right to change, suspend or discontinue the Service or your use of the Service in our sole discretion at any time without prior notice to you.

You assume all responsibility for any technical or other difficulties or any resulting damages that you may incur.

In the event of any problem, instead of submitting the check image through the Service, you may submit the original paper check for deposit at any HIFICU branch or Shared Branching Outlet, or via U.S. mail. If you have made a check image, notify us before you submit the original paper check for deposit.

32. Termination.

You may, by written request, terminate the Service provided for in this Agreement. In the event of termination of the Service, you will remain liable for all transactions performed on your Account, and for any obligation to indemnify, defend or hold

HIFICU harmless. Upon termination, you will immediately cease using the Service and you shall promptly remit all unpaid monies due under this Agreement, if any. HIFICU may terminate this Agreement at any time, with or without cause. HIFICU may immediately suspend or terminate your access to the Service in the event that HIFICU reasonably determines such suspension or termination is necessary in order to protect the Service or HIFICU from harm or compromise of integrity, security, reputation, or operation or that you are in breach of this Agreement or are otherwise using the Service in a manner inconsistent with the terms of this Agreement or with applicable law.

By using the Mobile Remote Deposit Capture Service, you agree to the terms of this Agreement. If you do not agree, do not use the service and cancel your enrollment by contacting HIFICU.