



## Electronic Services Disclosures & Agreement

Electronic banking services provided by DIRIGO Federal Credit Union comprising Online Banking, e-Statement, Bill Pay, Mobile Banking and Mobile Deposit Capture (collectively, "Electronic Services") enable you to do your banking from the comfort of your home or anywhere you choose. Online Banking allows you to check the status of your accounts, move money and more; and you can access your monthly statements via e-Statement and pay your bills using BillPay with a single sign on. Mobile Banking allows you to access your accounts from your mobile device and conduct certain transactions, including remotely depositing checks into your account.

**Online Banking** is a home banking service that lets you use your computer to perform many functions including:

- Get current account balances
- View account histories
- Make transfers between accounts and pay loans
- Request a check
- Download transaction history into personal financial software (Intuit Quicken, Microsoft Money® or csv files)
- Obtain tax information
- Obtain direct deposit information
- Communicate with your credit union via secure e-mail
- Get copies of cleared checks

**e-Statement** provides Internet access to your account statements. Benefits include:

- Access your statements faster from wherever you choose---at home, work, or when traveling
- No cost or fee
- Review your previous statements (up to 18 months of statements are available) Assurance that your statement is a secured document since you can only view it in Online Banking and have PDF reader

**Bill Pay (EBP)** is a service that makes it simple and convenient to pay your monthly bills. All you have to do is verify that the amount you have been billed is correct and then schedule the payment via your personal computer or mobile device.

**Mobile Banking** allows you easy access to your account information, enabling you to transfer funds or find a branch or ATM with your mobile device. With DIRIGO FCU Mobile, you can perform the most important functions of online banking on your internet enabled mobile device.

**Mobile Deposit Capture (MDC)** Deposit checks remotely via any internet enabled mobile device. MDC allows you to make check deposits to your savings or checking accounts from anywhere, by taking a picture of both sides of the check and delivering the check images and associated deposit information via mobile banking to the Credit Union. (Check holds apply).

**Enrollment.** To enroll for any of these services visit [www.dirigofcu.com](http://www.dirigofcu.com) and register for Online Banking. This process will take 3 to 5 minutes and includes the following steps:

1. Enter Member Information
2. Setup Username/Password
3. Setup Security Questions
4. Setup Security Phrase/Picture
5. Complete

### **Minimum System Requirements for PCs**

- Pentium II processor
- 64 MB of RAM
- 800 x 600 screen display setting
- Standard keyboard and mouse
- Internet connection
- Microsoft Internet Explorer® 9.0 or Firefox® 11.0
- Adobe Acrobat Reader® 6.0.1 (or higher)

### **Minimum System Requirements for Macintosh**

- Power PC G3 processor
- 64 MB of RAM
- 800 x 600 screen display setting
- Standard keyboard and mouse
- Internet connection
- Firefox® 11.0
- PDF Reader

*Online Banking is not certified for use with Microsoft Internet Explorer 9. e-Statement is not certified for use with Adobe Acrobat Reader 10.*

**For assistance please call:** Phone: 800-281-5435

### **Hours:**

Monday - Friday 9:00am-5:00pm

Saturday 9:00am-12:00pm

**Definitions.** In each of the agreements below, “We” or “Credit Union” refers to DIRIGO Federal Credit Union, whose main office is located at 391 Main Street, Lewiston, ME 04240 and whose phone number is 800-281-5435; “You” refers to the member-owner(s) of an account who has requested Electronic Services in connection with that account and any sub-account, as well as any other owners of said accounts.

You agree to the rules and regulations affecting the use of your password and Electronic Services provided by us for your convenience. Any deposit account, loan or other banking product accessed through Electronic Services are also subject to the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. You should review these agreements and disclosures carefully before using Electronic Services, as they may include transaction limitations and fees which might apply.

### **Online Banking Agreement and Disclosure**

**Password.** Your password will be your remote banking “signature” and you are responsible for maintaining its confidentiality (the “Password”). You should make every effort to safeguard your Password (should be memorized, not written), to prevent unauthorized use and to report any loss or theft accurately.

**Authorized Use.** You may use your Password to obtain account information related to any of your savings, checking and loan accounts regarding current balances and account history; savings dividend rates; YTD and prior

year dividends earned and interest paid on each account, and certificate maturity date(s). You may also make transfers to other savings or checking accounts of yours or any accounts you have authorized in writing prior to such transfer request, withdraw funds from savings and checking by check made payable to you and mailed to you at your mailing address, make loan payments from any savings or checking account to any loan account, order checks, and request stop payments on checks drawn on your account(s). Stop payment requests can only be honored during our business hours listed on this agreement and disclosure.

**Business/Commercial Members Are Prohibited from Engaging in Unlawful Internet Gambling-Unlawful Internet Gambling Enforcement Act Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in illegal or unlawful internet gambling.

**Joint Accounts.** A password is issued only to the first member named on an account and offers access to other accounts owned by that member. You should not disclose your password to any joint account holder of your account. If you do, the joint account holder will have access to all accounts at the Credit Union owned by you, either individually or jointly, regardless of whether that particular joint account holder is a joint holder of those other accounts. You may transfer funds to the account(s) of a family member on which you are a joint owner; however, if you do so, you agree to provide a copy of this Agreement to each owner of the account(s).

**Consumer Liability for Unauthorized Online Banking Transactions.** Tell us at ONCE if you believe your PASSWORD has been LOST or STOLEN. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit if applicable. If you tell us within two (2) business days, you can lose no more than FIFTY DOLLARS (\$50.00) if someone used your password without permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as FIVE HUNDRED DOLLARS (\$500.00). Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as long trip or hospital stay) kept you from telling us, we will extend the time periods.

We are liable only for losses in excess of the limits stated.

**Notification Procedure.** If you believe that your password has been LOST or STOLEN, or that someone has transferred or may transfer money from your account without permission, call us at the number shown at the beginning of this Agreement, or write us at the address given at the beginning of this Agreement.

**Transfer Limitations.** You may make transfers to your accounts or other accounts you authorize as often as you like except for those accounts with transfer limitations as disclosed on the rate and fee schedule you received when you opened the account and any amendments to that schedule. You may transfer up to the balance in your account at the time of the transfer, except as limited under other agreements. We reserve the right to refuse any transaction that would draw upon insufficient funds or lower an account below a required balance. Online Banking transactions may be made at anytime, seven (7) days a week, unless the service is unavailable due to computer back-up procedures, maintenance, or unplanned technical issues.

**Fees and Charges.** Transactions involving your account(s) via Online Banking are considered the same as any other transaction in regard to service charges, overdrafts, and other fees, terms and conditions as set forth in your

account agreement(s). However, DIRIGO FCU reserves the right to impose fees or to subsequently change any fee structure with appropriate notice.

**Conditions Under Which We Will Disclose Information To A Third Party.** You agree that we may, and you hereby authorize us to, disclose information to third parties about your account(s) or the transfers you make (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders as permitted by law; or (4) if you give us your written permission. Otherwise, our disclosure policy is as stated in the Privacy Policy notice you received from us.

**Documentation and Verification of Transfer.** You will receive a monthly statement of your account activity unless no electronic transfers were made to or from your account(s) during the month, in which case you will receive a statement at least quarterly. Upon completion of a transaction that updates your account, you will receive a transfer complete confirmation. You will not receive any other receipt or confirmation.

**Error Resolution.** Telephone or write us at the number and address shown at the beginning of this Agreement, as soon as you can, if you think your statement is wrong, or if you need more information about a transfer listed on the statement.

We must hear from you no later than sixty (60) days after we send you the first statement on which the problem or error appeared. Provide the following information:

- 1.) Your name and account number.
- 2.) Describe the error or the transfer you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information.
- 3.) The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation 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 forty-five (45) days to investigate your complaint or question. For international transactions, we may take up to ninety (90) days to investigate your complaint or question.

If we decide to do this, we will re-credit your account within ten (10) business days (five (5) business days for Visa Debit Card) for the amount you think is in error, so you will have the use of the money during the time it takes to complete our investigation. For new accounts, we may take up to twenty (20) days to credit your account for the amount you think is in error. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not re-credit your account.

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

**Cancellation.** We may cancel your Online Banking privileges at any time without notice or cause. You may cancel this Agreement at any time by providing us with written notice that you wish to cancel. Cancellation will be effective as of the date we receive the notice. Any cancellation or termination will not affect any of your existing liability to us.

**Liability.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. We will not be liable, for instance:

\* If, through no fault of ours, you do not have enough money in your account to make the transfer.

\* If the Online Banking System was not working properly and you knew it was not working properly when you started the transfer.

\* If we have reason to believe that transactions involving your account(s) may be unauthorized, fraudulent, illegal or otherwise improper.

Access to the Service may be unavailable at certain times for the following reasons:

- 1.) Scheduled maintenance. There will be periods when systems require maintenance or upgrades;
- 2.) Unscheduled maintenance. Service may be unavailable when unforeseen maintenance is necessary;
- 3.) System outages. Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages that may cause system unavailability. DIRIGO FCU will make all reasonable efforts to ensure the availability of the Service. However, DIRIGO FCU is in no way liable for the unavailability of the Online Banking service or any consequential damages that may result.

**Modification.** This Agreement may be amended by us without prior notice to you when such an amendment is immediately necessary to maintain or restore the security of the system or a member's account(s). We will notify you in writing thirty (30) days or as otherwise required by law prior to the effective date of any other change in any term or condition of this Agreement.

**Online Banking Directions for First Time Users:** Visit [www.dirigofcu.com](http://www.dirigofcu.com) and register. The password for your initial log in will be the last four digits of your Social Security number. Once enrollment is completed you can start enjoying the convenience of this service.

#### **First time users**

1. Verify your system meets the minimum requirements below.
2. Access Online Banking through our home page at [www.dirigofcu.com](http://www.dirigofcu.com) by clicking on the Online Banking icon.
3. New users need to click on the "Register for Online Banking" icon. The link will lead you to the Username Registration page. On the Username Registration page you will enter your account number (share account number).
4. Enter the last four of your social security number; Enter your birthday and type "Yes" to print the "Online Disclosure" for your records. You will then select a username and password; Select three security questions and answers and determine your "security phrase" with your desired security image. Once your username has been selected, click on the "continue" icon.
5. You will be prompted to change your password. You will not be able to perform any monetary transactions until your password has been changed. Any future logons will require your username and your password.
6. The first screen to display is the account summary, which shows all of your accounts at a glance. From there you can perform any of the functions shown on the menu bar.

#### **e-Statement Agreement and Disclosure**

Access your monthly and quarterly share/share draft statements faster.

No extra fee or cost for this service.

Your statement is a secured document within our online banking site.

Review previous statements (up to 18 months made available).

View newsletters, inserts or other communications with your statement.

**Introduction:** This Agreement and Disclosure specifically governs the e-Statement Service, and informs you of your rights and responsibilities and the terms and conditions associated with the service you have requested. Please read this Agreement and Disclosure carefully. In this Agreement and Disclosure, the words “you”, “your”, and “yours” mean each and every one who utilizes e-Statements. The words “we”, “us”, “our”, “DIRIGO FCU”, and “Credit Union” mean Dirigo Federal Credit Union. The words “the Service” refer to e-Statement Service. By accessing your account statement online, or permitting another to access your statement online, you acknowledge receipt of the Agreement and Disclosure and agree to be bound by all terms and conditions contained herein. You further agree to follow all instructions provided by the Service and reflected on your computer screen. The terms and conditions of this Agreement and Disclosure are in addition to the terms and conditions of any and all other deposit account and credit agreements you have with the Credit Union, including all such disclosures made pursuant to such agreements. You further agree to abide by any terms or conditions which may be added because of future enhancements to e-Statements.

**Services:** Using your personal computer (PC) and your designated Login and password, you can access your DIRIGO FCU statement 24 hours a day, seven (7) days a week (as long as the Service is available). When you receive your statement, you should review it carefully and either print or save the file for your record. You also have access to quarterly member newsletters and monthly inserts.

**Agreement for receiving electronic disclosures:** Under regulations set by the Federal Reserve Board, you are entitled to receive certain disclosures. Regulations provide that if you agree, the required disclosures may be delivered to you electronically. You should print a copy of each disclosure delivered, read it carefully, and retain it for your reference. Under the terms of the agreement you are not committed to any disclosure unless you use the service which it covers. By signing this agreement, you agree to receive any DIRIGO FCU disclosures and your periodic account statement electronically.

**e-Statement Access:** You agree to receive your periodic account statement electronically in place of a paper statement sent via US mail to your address of record. You further agree to provide an accurate email address to DIRIGO FCU for the delivery of this electronic statement. If the email address provided is not accurate due to negligence on your part, you agree not to hold DIRIGO FCU liable for sending your statement to such address. If the email address provided is not deliverable, DIRIGO FCU will provide your periodic statement via US mail to your address of record. You can request a printed copy of your statement at any time. Applicable fees, as outlined in the Fee Schedule, may be charged for this request. The Credit Union must receive notification of any change in physical or email address three business days prior to the last day of the month to give us time to affect the change. Failure to do so may result in a delay or lack of delivery of your statement for the given period. Contact DIRIGO FCU in writing or visit one of our branches to change your physical address. You can change your email address by updating the information within online banking.

**Applicability, effective date.** This Agreement governs your use of the Service and becomes effective upon your first use of the Service.

**In case of errors or questions about your electronic statement:** Contact us IMMEDIATELY if you think your statement is wrong, or if you need more information. You may notify us at 800-281-5435 or write us at DIRIGO FCU, 391 Main Street, Lewiston, ME 04240. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. Describe the error or the transaction you are unsure about, and explain as clearly as you can, why you believe it is an error or why you need more information. If you notify us verbally, we may require you to send us your complaint or questions in writing within ten (10) business days. We will tell you, in writing, the results of our investigation 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 forty-five (45) calendar days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days (five (5) business days for Visa Check Card

purchases) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, the Credit Union is not required to credit your account. If we determine there was no error, we will send you a written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. (We will make these available to you to the extent possible without violating any other member's right to privacy.)

**Termination of agreement and service:** You may cancel this Agreement and terminate your Service with Rainbow FCU at any time by notifying DIRIGO FCU either orally or in writing and discontinue use of the service. The Credit Union may terminate its Service and this Agreement and Disclosure at any time by giving you advance notification, either orally or in writing. Whether you or the Credit Union terminates this Agreement and Disclosure, the termination shall not affect your obligations under this Agreement and Disclosure.

**Amendments:** This Agreement may be amended by the Credit Union at any time at its discretion. You will receive notice of amendments as required by applicable law without restatement of terms herein.

### **BillPay Agreement and Disclosure**

THIS IS A FREE SERVICE TO OUR MEMBERS

This is your bill paying agreement with DIRIGO FEDERAL CREDIT UNION.

You may use DIRIGO FEDERAL CREDIT UNION'S bill paying service, BILL PAYMENT, to direct DIRIGO FEDERAL CREDIT UNION to make payments from your designated checking/savings account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account (The Account Rules).

You" or "Your" means each person who is authorized to use the service. "Payee" means anyone, including the Credit Union, you designate and the Credit Union accepts as a "Payee".

### **HOW TO SET UP PAYEES/PAYMENTS**

- \* If you want to add a new "PAYEE", select the "Payee" tab located in your Bill Pay application or speak to a service representative.
- \* You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.
- \* The Credit Union reserves the right to refuse the designation of a "Payee" for any reason.
- \* You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's).
- \* The Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

### **THE BILL PAYING PROCESS**

**Single Payments** - a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Credit Union, is currently 1:00 PM Eastern. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

**Recurring Payments** - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence

of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

\* If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.

\* If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

**Single and Recurring Payments** - The system will calculate the Estimated Arrival Date of your payment, this is only an estimate, please allow ample time for you payments to reach your "Payees".

**Cancelling a Payment** - A bill payment can be changed or cancelled, any time prior to the cutoff time on the scheduled process date.

**Available Funds** - You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Credit Union.

\* The Credit Union reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.

\* If you do not have sufficient funds in the account and the Credit Union has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand.

\* You further agree the Credit Union, at its option, may charge any of your accounts with the Credit Union to cover such payment obligations. The Credit Union reserves the right to change the cut-off time. You will receive notice if it changes.

## **LIABILITY**

You are solely responsible for controlling the safekeeping of and access to, your Personal Identification Number (PIN).

\* If you want to terminate another person's authority, you must notify the Credit Union and arrange to change your PIN. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

\* The Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

\* The Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a "Payee" for a bill payment.

\* The Credit Union is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Credit Union's agent.

\* In any event, the Credit Union will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if the Credit Union has knowledge of the possibility of them.

\* The Credit Union is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Credit Union's reasonable control.

## **AMENDMENT TERMINATION**



The Credit Union has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Credit Union's records, by posting notice in branches of the Credit Union, or as otherwise permitted by law.

\* The Credit Union has the right to terminate this agreement at any time.

\* You may terminate this agreement by written notice to the Credit Union.

\* The Credit Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice.

\* You remain obligated for any payments made by the Credit Union on your behalf.

## **SERVICE FEES**

**Please Reference Fee Schedule From Our Web Page [www.dirigofcu.com](http://www.dirigofcu.com)**

The monthly fee for the Bill Paying Service is: **FREE TO MEMBERS** for an unlimited number of monthly payments.

### Miscellaneous Product Fees

\* Overnight Fee: \$14.95

\* 2nd Day Fee: \$9.95 Standard or \$4.95 Economy

\* Charitable Donations: \$1.99

\* Gift Pay: \$2.99

## **Mobile Banking Services Agreement and Disclosure**

**1.Mobile Banking Service.** Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions. To utilize the Mobile Banking service, you must be enrolled to use Online Banking. 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 Banking. We also reserve the right to modify the scope of the service at any time. We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for 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 range" issues. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

**2.Use of Service.** In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device.

**3.Other Agreements.** You agree that when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with the Credit Union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text

messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

**4. Permitted Mobile Banking Transfers.** You may transfer or withdraw up to the available balance in your account at the time of the transfer, except as limited under this agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may process transfers that exceed your available balance at our discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

**5. You represent and agree to the following by enrolling for Mobile Banking or by using the Service:**

**I. Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

**II. User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

**III. User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

**IV. No Commercial Use or Re-Sale.** You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

**V. Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (i) a third party claim, dispute, action, or

allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (ii) your violation of any law or rights of a third party; or (iii) your use, or use by a third party, of Mobile Banking.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE SERVICES 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 THE SERVICES. WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE OR THAT ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**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 LOST PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES, INABILITY TO USE THE SERVICES, OR TERMINATION OF THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

## **Mobile Deposit Capture (MDC) Via Mobile Device**

By selecting "Accept" you understand and agree to the terms and conditions presented below.

Use of DIRIGO Federal Credit Union's Mobile Deposit Capture Service is subject to approval by DIRIGO Federal Credit Union ("Dirigo" "we," "us"). If you, the account-holder, are approved for mobile deposit capture ("MDC"), you agree that use of MDC is subject to the following terms and conditions, and Rainbow's Member Agreement and Disclosures.

1. MDC allows you to make check or "item" deposits to your savings (share) and/or checking (share draft) accounts from your camera-enabled mobile device. The mobile device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this agreement or Federal Reserve regulations for the processing of each check for payment.

2. Dirigo is not responsible for any technical difficulties you experience attempting to use MDC. You agree and understand that MDC may at times be temporarily unavailable. In the event that MDC is not available, you acknowledge that you can deposit an original check at a branch, Shared Branch location, or by mailing the original check to a branch location. It is your sole responsibility to verify that items presented for deposit using MDC have been received and accepted for deposit.

3. To use Dirigo's MDC service, you must have a suitable mobile device and have online/mobile banking.

4. When you make a successful MDC deposit, you will be notified by an application message. You agree that once you have received confirmation that we have successfully processed your MDC deposit, you will clearly mark the check or item "void" and retain it for an additional fifteen (15) business days. You agree to defend, indemnify and hold and any third party service provider harmless from any claims, damages, losses, liability or expenses to which we and/or our service provider may become subject as a result of an item you deposited via MDC being presented for duplicate payment. This indemnity shall include costs of defense including reasonable attorneys' fees.

5. Only the following items are eligible for MDC deposit: checks or items drawn on U.S. financial institutions in U.S. dollars, or checks or items drawn on United States Treasury, or checks or items drawn on any state or local

government of the United States. Checks or items must be payable to you and endorsed by you with the restrictive legend, "Mobile deposit capture only to Rainbow Federal Credit Union." You agree not to attempt to use MDC to deposit items or checks with any of the following characteristics:

- a. The check is not payable to you
- b. There is any apparent alteration to the front of the check
- c. You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- d. The check is payable in a currency other than U.S. dollars
- e. The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act
- f. The check has been remotely created
- g. The date of issue of the check is more than six (6) months prior to the attempted deposit date
- h. You have any reason to believe that the check will not be paid by the institution on which it is drawn
- i. Checks with "non-negotiable" watermarks
- j. Savings bonds

6. The check image transmitted via MDC must be legible and compliant with requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association.

7. We may terminate or change the terms of MDC service at any time, including but not limited to changing the categories of checks we will accept for deposit via MDC or endorsement requirements, with or without notice to you.

8. We may, at our sole discretion, refuse to accept any item presented for deposit via MDC. We will notify you via the method agreed with you if we do this. We will have no liability to you under any circumstances for declining to accept items presented for deposit via MDC.

9. Funds from any check or item deposited via MDC will be available to you after final collection from the institution on which it is drawn. We may make funds available sooner depending on factors we at our sole discretion deem relevant, including but not limited to your account history and your creditworthiness.

10. Checks or items deposited via MDC are subject to a daily deposit limit of Ten Thousand Dollars (\$10,000.00). We reserve the right to change limits on the amount(s) and/or number of deposits that you transmit and to modify such limits from time to time.

11. You agree to notify us of any errors with respect to MDC deposits within thirty (30) days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. We will not, however, be responsible for errors asserted more than thirty (30) days after we send you the periodic statement on which they appear. In the event of an error with respect to any original check or image thereof transmitted to us for deposit or a breach of the agreement, you will immediately contact us at 1-800-281-5435 or email us using our secure messaging service within Online Banking.

12. You agree not to copy, reproduce, distribute or create derivative works from the content of the MDC service or to reverse engineer or reverse compile any technology used to provide the MDC service. Dirigo and our third party service providers, if any, retain all ownership and proprietary rights in the MDC services, associated content, technology and web sites. You agree to cooperate with us 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 items deposited through the MDC Service in your possession and your records relating to such items and transmissions.

13.DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THE MDC SERVICES 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 RELATING TO THE USE OF THE MDC SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE MDC SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE MDC SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE MDC SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ERRORS IN THE MDC SERVICES OR TECHNOLOGY WILL BE CORRECTED.

14.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 LOST PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM USE OF THE MDC SERVICES, INABILITY TO USE THE MDC SERVICES, OR TERMINATION OF THE MDC SERVICES, INCURRED BY YOU OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.