

MOBILE BANKING SERVICES AGREEMENT

Messaging and Data Charges: By participating in the Services or using the Software, you agree that the Services or Software may require incur standard data and text messaging charges in under your Mobile Service Provider plan. “You” (the account owner) agree that Greylock Federal Credit Union (“Credit Union”) is not responsible for any charges you may incur while using the Services and Software provided as part of this agreement.

“Smartphones” and Other Web Enabled Devices: You acknowledge that Smartphones and other Web Enabled Devices are subject to the same security risks as computers that are attached to the internet and agree that it is exclusively your responsibility to maintain the most up to date and comprehensive anti-virus and anti-spyware programs on such devices as well as securing the passwords you assign to access the Services. You agree to hold Credit Union harmless for any and all security risks associated with the use of your device and this service.

Mobile Banking Services

1. Mobile Banking services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your account(s). Mobile Banking is a supplemental service to our Online Banking site (www.greylock.org). The information contained within Mobile Banking and any related software is for informational purposes only. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other transactions, through Mobile Banking may be delayed or impacted by factor(s) pertaining to your internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Mobile Banking. Additionally, not all of the products, services or functionality described on the online banking site(s) or your online banking agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service or functionality at any time. We may discontinue access for 180 days of inactivity or without notice as part of the regular course of business. We will do our best to notify you as soon as possible of the discontinuance.

Information available via Mobile Banking, including account balance(s), transfer and payment information may differ from the information that is available directly through the Online Banking site without the use of a mobile device. It may also not reflect transactions still being processed. Information available directly through online banking without the use of a mobile device may not be available via Mobile Banking, may be described using different terminology (including capitalized terms used in the Agreement or on our online banking site(s)), or may be more current than the information available via Mobile Banking, including but not limited to account balance information. The method of entering instructions via Mobile Banking may also differ from the method of entering instructions directly through the Online Banking site without the use of a mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the Mobile Banking.

Additionally, you agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through Mobile Banking, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of any agreement between you and your communication service provider or the provider of any other mobile application. Any losses or charges incurred through loss of mobile device or the safeguarding or failure to safeguard passwords will remain your full responsibility.

The Credit Union reserves the right to change these Terms and Conditions at any time. When material changes are made, we will notify you. You are solely responsible for providing updated addresses as necessary. Revised Terms

and Conditions shall become effective at the earliest date allowed by applicable law or regulation. In the event of any conflict between the Mobile Banking Terms and Conditions and other terms and conditions related to your account(s) to which Mobile Banking and any related software may be applicable, the Terms and Conditions of Mobile Banking will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict. Continued use of Mobile Banking and any related Software constitutes your agreement with and acceptance of this Agreement, as well as any future changes to these Terms and Conditions.

2. **Exclusion of Warranties.** You have requested that Credit Union allow you to access your accounts remotely by mobile device utilizing the internet. Except as otherwise expressly stated in these Terms and Conditions on in the Agreement for Internet Banking, Credit Union makes no representation or warranty, either express, implied or statutory, concerning the Services including that any Software application provided by Credit Union to facilitate mobile banking by you through your mobile device will operate uninterrupted or error free. You expressly confirm acceptance and use of any Software application “as is” and without warranty of any character whatsoever and you assume all risk of loss resulting from conducting mobile banking. You are exclusively responsible for providing mobile internet connection service compatible with the Services and any Software application provided by Credit Union for the Services to be provided.

3. **No Liability and Hold Harmless.** Credit Union will use commercially reasonable efforts and ordinary care to provide you with access to the Services in accordance with these Terms and Conditions. In no event, however, shall Credit Union be liable for its failure to provide access to mobile banking services or for your failure to receive message service whether either as a result of an error in or interruption of any Software application or as a result of any failure or interruption of your mobile device service or equipment. Without limiting the generality of the foregoing, Credit Union shall not be liable to you for delays or errors occurring by reason of circumstances beyond the control of Credit Union, including without limitation, the failure of communication networks and interference with or interruption of internet access or service, the failure of equipment, or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood or other catastrophes, acts of God, insurrection, war, riots, failure of transportation, failure of vendors, communication or power supply, or malfunction of or unavoidable difficulties with its equipment. Credit Union shall not be liable for consequential, incidental, special or, exemplary damages or lost profits, even if you advise Credit Union of the possibility of such damages. You acknowledge and agree that you are solely responsible for protecting the confidentiality and security of your username and password, both of which are required in order to access banking information through mobile and internet banking. You further acknowledge having been informed that the Bluetooth (and any other short-range wireless connectivity) application on your mobile device must be turned off when accessing mobile banking in order to protect the privacy of the User Information. You assume and accept all responsibility for the accuracy of all transactions performed or undertaken utilizing the Services made available by Credit Union at your request. You shall hold Credit Union harmless from and against any liability of any character attributable to your use of the Services.

Mobile Check Deposit Services

1. **Service:** Mobile check deposit is designed to allow you to make deposits to your accounts from your SmartPhone (Apple or Android supported devices which may change from time to time at our discretion and without notice) by creating images using the camera on the SmartPhone device and delivering the images and associated deposit information to the Credit Union.
2. **Eligible items.** You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). When the image of the check transmitted to the Credit Union is converted to an Image Replacement Document (IRD) for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;

- Checks containing an alteration on the front of the check or item, 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 payable to joint account owners, endorsed by both and deposited into the joint account;
 - Checks previously converted to a substitute check, as defined in Reg. CC;
 - Checks drawn on a financial institution located outside the United States;
 - Checks that are remotely created checks, as defined in Reg. CC;
 - Checks not payable in United States currency;
 - Checks dated more than 6 months prior to the date of deposit;
 - Checks or items prohibited by the Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of the Credit Union's account(s) you maintain with us;
 - Checks payable on sight or payable through Drafts, as defined in Reg. CC;
 - Checks with any endorsement on the back other than that specified in this agreement;
 - Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution;
 - Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
3. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "For **Mobile** Deposit Only, Account # _____" or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Mobile Check Deposit services as may establish from time to time.
 4. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you view the posted deposit to your account. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
 5. **Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 3:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. The first \$200 of the funds deposited will be available the business day following your deposit. The remainder, if applicable, will be available to you on the second business day. If your deposit is declined after it has been made, we reserve the right to debit your account for the amount of the entire deposited item in question. We will notify you through written notification. In some instances, to ensure that the message is received in a timely manner, we may email a notification to you.
 6. **Disposal of Transmitted Items.** Upon your receipt of a confirmation that the deposit has been successfully credited to your account, without any additional notifications or adjustments, You agree to retain the original check in a secure location for at least 30 calendar days from the date of the image transmission. We suggest that you mark "Deposited via Mobile Phone on xx/xx/xxxx (date) to ensure that we do not mistakenly try to redeposit the item(s). After 30 days, You agree to destroy the check that you transmitted as an image, mark it "VOID", or

otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to the Credit Union upon request.

7. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. The current daily dollar limit per business day and per deposit limit is \$5,000.00.
8. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be at the Credit Union's sole discretion subject to the Credit Union's account opening agreement(s).
9. **Errors.** You agree to notify the Credit Union of any suspected errors regarding items deposited through the mobile check deposit service right away, and in no event later than 30 days after the applicable account statement is sent. Unless you notify the Credit Union within 30 days, such statement regarding all deposits made through the mobile check deposit service shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error.
10. **Errors in Transmission.** By using the mobile check service you accept the risk that an item may be intercepted or misdirected during transmission. The Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
11. **Image Quality.** The image of an item transmitted to the Credit Union must be legible, as determined in the sole discretion of the Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Credit Union or any regulatory agency, clearinghouse or association.
12. **User Warranties and Indemnification.** You warrant to the Credit Union that:
 - You will only transmit eligible items;
 - You will not transmit duplicate items;
 - You will not re-deposit or re-present the original item;
 - All information you provide to the Credit Union is accurate and true;
 - You will comply with this and your other Agreements with Credit Union and all applicable rules, laws and regulations;
 - You are not aware of any factor which may impair the collectability of the item(s);
 - You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision.
13. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through mobile check deposit in your possession and your records relating to such items and transmissions.
14. **Termination.** We may terminate mobile check deposit at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Important Account Information For Our Members agreement, Online Banking Agreement, or any other agreement with us.