

Credit Union of Denver Mobile Deposit Capture Agreement

Credit Union will provide to Member the Product and Services described in this Agreement to enable Member to transmit Imaged Items to Credit Union or the Credit Union's designated processor to be cleared as Substitute Checks or Image Exchange Items.

Member will capture digitized images of Checks using mobile devices owned by member to make deposits into your account. Any software necessary shall be maintained by Member, except as the parties may otherwise agree in writing, and must meet technical specifications acceptable to Credit Union. Member shall transmit its output files as provided in the Documentation.

All terms and conditions applicable to Credit Union of Denver online Banking also apply to Mobile Deposit. Depending on your wireless plan, you may be charged an access fee. Please check with your service provider for details on specific fees and charges. **Credit Union of Denver will not charge any fees for using this service.**

NOTE: Your deposit will not be credited to your account immediately. Once credited to your account the funds may be on hold and may not be available for immediate use. It is your responsibility to ensure that your deposit has been credited to your account by reviewing your account history. You will not receive a notification through your mobile device if your deposit does not post to your account.

You may NOT deposit any item over \$1,500.00. Any item over \$1,500.00 may be rejected.

This Mobile Deposit Capture Agreement ("Agreement") is entered into between Credit Union of Denver ("Credit Union", or noted as "we", "us" or "our") and its member ("Member", or noted as "you" or "your"), and forms part of the deposit account agreement and disclosure for the account(s) of Member (collectively, the "Membership Handbook"). In the event of conflicts between the terms of this Agreement and the terms of the Membership Handbook, the terms of this Agreement shall control.

ACCEPTANCE OF TERMS Your use of the service constitutes your acceptance of the terms of this agreement.

DEFINITIONS Capitalized terms defined in this Agreement shall have the meanings indicated in this Agreement (including in Exhibit A).

MEMBER ELIGIBILITY:

- Each account eligible for this service must be open for a period of at least 30 days
- All account owners must be in good standing
- All account owners must not have caused a loss to the Credit Union

MEMBERS / ACCOUNTS NOT ELIGIBLE:

- Business Accounts, Trust Accounts, Estate Accounts, REP Payee and TTM Accounts are not eligible.
- Members / Accounts that have caused the credit union a loss are not eligible.
- Members / Accounts that have previously abused the Mobile Deposit Capture Service.
- Members/Accounts that we determine are otherwise ineligible, in our sole and absolute discretion.

MOBILE DEPOSIT CAPTURE SERVICE

- Member's Account will be provisionally credited upon Credit Union's acceptance of Imaged Items for deposit.
- You will create images of Checks via your mobile device through the Credit Union mobile banking application. You will enter all amounts and any other required information correctly.
- The Imaged Items will be transmitted by you to us, or Credit Union's authorized processor, over the Internet or cellular network.
- All deposits received by us may be accepted subject to the Credit Union's verification and final inspection and may be rejected by us at the Credit Union's sole discretion. All deposits are subject to the terms of the Membership Handbook.

PROCESSING TIMES

- Images of Eligible Checks and associated deposit information received for processing by the Credit Union before 2:30 pm Mountain Standard Time on a business day will ordinarily be processed on that business day. Items received for processing after 2:30 pm Mountain Standard Time on a business day or on a Saturday, Sunday, or a Credit Union holiday will ordinarily be processed on the next business day.
- Imaged Items processed for deposit through the Service will be deemed to have been received by us for deposit at the time the Imaged Items are actually received and accepted at the location where Credit Union or its designated agent posts the credit to the Account. A deposit of Imaged Items will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) We have preliminarily verified that the image quality of the Imaged Items is acceptable to us in our sole discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) We have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by us for deposit may be rejected by us in our sole discretion. To determine if your item has been accepted for deposit and has been credited to your account you must review your account

history. **You will NOT receive a notification through your mobile device if your deposit does not post to your account.** You will be notified by mail of all deposits that are not posted and credited to your account.

MEMBER RESPONSIBILITIES In connection with the Product and the Services, you shall comply with the following:

- You shall maintain one or more Credit Union accounts at Credit Union of Denver for the receipt of deposits of Items.
- You shall be responsible for your own training in the use of the Product and Services.
- You will only submit Checks for processing to us that meet the definition of "Check" in Exhibit A and will ensure that the Checks scanned meet the standards for image quality established by the American National Standards Institute (ANSI), The Board of Governors of the Federal Reserve, Regulation CC (subpart D) and other pertinent regulatory agencies.
- You will not attempt to scan and transmit to us any third-party check. A third-party check is a check that is initially made payable to one individual who then signs the check over to another individual to negotiate. Third-Party checks must be negotiated in person at a Credit Union of Denver branch. We reserve the right to require the original payee to be present upon negotiation.
- You will ensure all checks scanned and transmitted to us for deposit into any account is made payable to only individuals named on the account receiving the deposit.
- You understand that businesses are not eligible for this service and will ensure that any check made payable to a business is only deposited into a business account of the named payee.
- You will not deposit any checks that you suspect may be fraudulent or not properly authorized, nor will we accept any check for deposit / credit into your account if we suspect the same.
- You will not attempt to scan and transmit to the Credit Union any check or other negotiable instrument that is not drawn on a U.S. Financial Institution and that is not payable in U.S. Dollars.
- You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check or any other check previously deposited by you. Any previously truncated and reconverted Substituted Check must be physically brought to a Credit Union of Denver branch so that we may, at our discretion, determine whether or not we will accept the item for deposit. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item at our discretion.
- You will ensure that Checks are properly endorsed in the proper location on the back of the Item.
- The back of the item should have the required endorsement and include:
 - Your Account Number to which it is being deposited; and
 - The words "Mobile Deposit only to Credit Union of Denver"; and
 - The Signature(s) / Endorsement(s) of all Payee(s) listed on the front of the check
- You will ensure that all checks deposited are not older than six months from the date written in the date field on the front of the check; have been reported lost or stolen; or are not expired or VOID after a certain date printed on the front of the check.
- You will not attempt to scan or transmit to us any check that states in the endorsement area "POSITIVE ID REQUIRED" or "KNOW YOUR ENDORSER" or any other such language that indicates the item can only be deposited if valid, Government-issued Identification is presented.
- You will not attempt to scan or transmit to us any check or item that does not have a complete MICR line at the bottom of the check, to include a check number, an account number and a nine digit U.S. Routing Number.
- You shall be responsible for verifying the Credit Union's receipt of your transmission(s) by verifying that deposit(s) have been posted to the appropriate Account(s). In addition, you shall be responsible for cooperating in any investigation and resolving any unsuccessful or lost transmission with the Credit Union of Denver. Transmitting a file does not mean that we received the file.
- **You will retain each original check. You will store original checks in a safe and secure environment for a minimum period of 90 days after such Item has been digitized and processed (Retention Period).** You shall take appropriate security measures to ensure that during the Retention Period: (a) only authorized persons shall have access to original checks, (b) that the information contained on such original checks or on any corresponding Imaged Items are not disclosed to third parties, (c) such checks will not be duplicated or scanned more than one time and (d) such checks will not be deposited or negotiated in any form. You shall destroy original checks upon the expiration of the Retention Period applicable to such checks. You will use a commercially reasonable method which is consistent with any requirements of Regulation CC and approved by the Credit Union to destroy original checks after member's Retention Period. You hereby indemnifies Credit Union of Denver for, and holds Credit Union of Denver harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original checks by You. You will promptly (but in any event within 5 business days) provide any retained original check (or, if the original check is no longer in existence, a sufficient copy of the front and back of the original check) to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as the Credit Union of Denver otherwise deems necessary.
- You understand and agree that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to you and your account will be charged for the amount of the Item plus any associated fee as disclosed in the credit union's current Fee Schedule. Our right to charge your account will apply without regard to whether there are sufficient funds in the account, whether the Item is timely returned to us or whether there is any other claim or defense that the Item has been improperly returned to the credit union.
- You represent, agree and warrant to us that (except as otherwise specifically disclosed in writing to the credit union) you and all other named account owners are not now engaged, and will not during the term of this Agreement engage, in any business

that would result in you being or becoming a "Money Service Business" as defined in the Bank Secrecy Act and its implementing regulations.

- You will not engage in any activity directly or indirectly related to the use of the Service that is illegal or fraudulent.
- You will not submit for deposit those items listed as non-qualifying items. Credit Union of Denver's processing of any Imaged Item that meets the definition on Exhibit A ("non-qualifying Items") shall not constitute a waiver by us or obligate it to process such non-qualifying Items in the future. We may discontinue processing of Non-qualifying Items at any time, without cause or prior notice.
- You acknowledge and understand that the acceptance of any item for deposit / credit to your account does not guarantee or obligate the credit union to always accept an item for deposit / credit to your account in the future, and that all items are reviewed / handled on a case-by-case basis. We may refuse to process any item at any time, without cause or prior notice.
- To ensure accuracy, you shall balance the dollar amount of each deposit to the sum of the checks prior to transmitting a file. You may send multiple files to us or processor throughout the day.
- You shall exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by us or otherwise required for use of the Service and shall further prevent the use of the Service by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to the Service or disclosure of any confidential information or instructions by you, its employees and agents.
- You agree to change the password(s) periodically and whenever anyone who has had access to a password is no longer on an account or is no longer authorized by you to use the Product and Service.
- If an Imaged Item is not accepted for deposit, you may then submit the Original Check to us for processing or contact the maker to reissue the check. If you submit the original check for processing, we reserve the right to refuse to process the check for deposit and present the item to the payor financial institution and may instead require you to have the maker reissue the check.

MOBILE BEST PRACTICES AND SECURITY PROCEDURES

- Treat your Smart Phone like a computer and protect it with anti-virus software.
- Use the keypad lock or phone lock function of your mobile device when it is not in use.
- Delete text messages, e-mails and other information before loaning out or selling your mobile device.
- Avoid storing any passwords or other sensitive information on your smartphone where it could be discovered if your phone is stolen.
- Never disclose via text message, phone call or e-mail your personal or financial information, including account numbers, passwords, Social Security Number or Date of Birth.
- Avoid storing your banking password or other sensitive information on your smartphone where it could be discovered if it is lost or stolen.
- Keep your mobile operating system up to ensure the highest level of protection. Before downloading an update to your mobile device be sure to go to the company's website to confirm the update is legitimate.
- Be cautious when using public hotspots.
- Consider your Wi-Fi and Bluetooth connection settings, even at a trusted retailer, as fraudsters can spoof the name of reputable hotspots.
- Download mobile apps from reputable sources only to ensure the safety of your personal and account information.
- Download the most recent versions of apps and keep them updated.
- For your security, sign off when you finish using a banking app rather than just closing it.
- If you have suspicions about the authenticity of a mobile banking app, access your account through our mobile banking site or contact the financial institution directly.
- You will be solely responsible for establishing, maintaining and following such security protocols as deemed necessary to ensure that output files transmitted directly to us are intact, secure and confidential until received by us.
- You shall comply with online instructions for using the Product and Service by taking reasonable steps to safeguard the confidentiality and security of any passwords, equipment, and other proprietary property or information provided in connection with the Service.
- You agree to change the password(s) periodically and whenever anyone who has had access to a password is no longer on an account or is no longer authorized by you to use the Product and Service.

COMPLIANCE WITH LAW You shall comply with all laws, rules, and regulations applicable to you as a Credit Union Member, and to the Products and Services provided by the Credit Union, including, without limitation, Regulation CC, the Uniform Commercial Code and any rules established by image exchange network through which Image Exchange Items are processed pursuant to this Agreement. You shall have the responsibility to fulfill any compliance requirement or obligation that Credit Union and/or Member may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

CREDIT UNIONS RIGHTS AND RESPONSIBILITIES

- For all Imaged Items processed by you pursuant to this Agreement (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Image Exchange Items will be presented for payment through image exchange networks. We may at our sole discretion determine the manner of processing. All such processing and

presentment shall be done in accordance with timeframes and deadlines set forth and as otherwise established by us from time to time.

- Unless otherwise agreed by you and us, we will process any returned Items in accordance with applicable law and the Membership Handbook.
- The availability of credit from Items processed under this Agreement will be subject to the availability schedule of the Credit Union, which may be amended without notice.
- We may at our sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items or terminate your access to the service without prior notice. We may from time to time establish exposure limitations and assign them to you.
- We may hold and use funds in any deposit account following termination of this Agreement for such time as Credit Union reasonably determines that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible. Without limitation, you recognize that under the Rule, the UCC, Regulation CC and the rules of any image exchange network the Credit Union's representations and warranties as regards Image Exchange Items and Substitute checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check.
- We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, closure due to inclement weather, emergency conditions or other circumstances beyond our control. In the event of any of the foregoing failure or delays, you acknowledge that it may instead deposit directly with the Credit Union any Original Items for processing and presentment provided such Original Items have not been previously imaged and processed in connection with the Product and Services. In addition, we shall be excused from failing to transmit or delay in transmitting an Item for presentment if such transmittal would result in the Credit Union's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if the Credit Union's otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- We may add, delete or change the features or functions of the Service, at any time at the Credit Union's sole discretion, and without prior notice. If we deem it reasonably practicable to do so and if the change adversely affects Member's usage of the Service, We will notify you of the change in advance. Otherwise, we will notify you of the change as soon as reasonably practicable after it is implemented. This notice may be given electronically or in any other form that we may select. We may cause the Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond our reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to you. You may deposit Original Checks and other items to any deposit Account at the Credit Union in person or in any other manner permitted by agreement between you and us.
- **We may, at our sole option and discretion, with or without cause, at any time, impose restrictions upon your use of this Service or may revoke or deny you access to this Service at any time on any and all of your accounts.**

MEMBER REPRESENTATIONS AND WARRANTIES You make the following representations and warranties with respect to each Item processed pursuant to this Agreement:

- The Imaged Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Member converted the Check to an Imaged Item;
- The Imaged Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; as well as all endorsements by all payees listed on the front of the check;
- All of the signatures and endorsements on the check are genuine;
- You have no knowledge or any claims of defenses to payment of the check;
- All encoding, transfer, presentment and other warranties are made under applicable law as Credit Union is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.
- There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and Member assumes responsibility for any such duplicate presentment of any Check.
- The Original Check contains no alterations.
- All data and other information submitted by you to us, including, but not limited, to data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement.

MEMBER INDEMNIFICATION You will indemnify and hold harmless Credit Union of Denver and each of its subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "**Indemnified Party**" and, collectively the "**Indemnified Parties**") for, and holds each of the Indemnified Parties harmless from and against all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) the wrongful acts or omissions of Member, or any person acting on Member's behalf (including without limitation Member's authorized processor, if any), in connection with Member's use of the Product or Services or processing of Items under this Agreement, including without limitation (a) the breach by Member of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Member or its Members or any third party on behalf of Member, (c) any misuse of the Product or Services by Member, or any third party within the control or on behalf of Member, (d) the failure by Member to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on Credit Union by, any clearing house, or any governmental entity, arising out of or connected with any Item processed by Credit Union for Member or at Member's instruction; (ii) any act or omission of Credit Union that

is in accordance with this Agreement or instructions from Member; (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to Credit Union; (iv) any loss or corruption of data in transit from Member to Credit Union; (v) any claim by any recipient of a Substitute Check corresponding to a Check processed by Member under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check; or (vi) any claims, loss or damage resulting from Member's breach of, or failure to perform in accordance with, the terms of this Agreement.

DISCLAIMER. CREDIT UNION'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND MEMBER'S RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. CREDIT UNION AND EACH OF ITS PARENTS, SUBSIDIARIES AND AFFILIATES HEREBY DISCLAIM, AND MEMBER HEREBY WAIVES AND RELEASES CREDIT UNION, EACH OF ITS PARENTS, SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES FROM ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL DOCUMENTS, SERVICES, INFORMATION, ASSISTANCE, SOFTWARE PRODUCTS, OR OTHER MATTERS PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (iii) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (iv) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, NEITHER CREDIT UNION NOR EACH OF ITS PARENTS, SUBSIDIARIES AND AFFILIATES WARRANT THAT OPERATION OF THE PRODUCT WILL BE ERROR-FREE OR THAT IT'S OPERATION WILL BE UNINTERRUPTED.

CREDIT UNION'S LIABILITY Credit Union will not be liable to Member for any of the following:

- Any damages, costs or other consequences caused by or related to our actions that are based on information or instructions that you provide to Credit Union;
- Any unauthorized actions initiated or caused by you or its employees or agents;
- The failure of third persons or vendors to perform satisfactorily, other than persons to whom we have delegated the performance of specific obligations provided in this Agreement;
- Any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than the breach of contract, gross negligence or willful misconduct of the Credit Union), including without limitation, that the Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature;
- Member's or any other party's lack of access to the Internet or inability to transmit or receive data;
- Failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems, or
- If you do not follow or comply with the representations or warranties set forth in any sections above.

Credit Union's liability for errors or omissions with respect to the data transmitted or printed by us in connection with this Agreement will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing the Image Exchange Items or Substitute Checks to the Payor Financial Institution. Notwithstanding anything to the contrary in this Agreement, Credit Union's aggregate liability for claims related to this Agreement, whether for breach, negligence, infringement, in tort or otherwise, arising during any 12 month period shall be limited to an amount equal to the amount of fees paid by Member to Credit Union under this Agreement for such 12 month period. Except as otherwise specifically provided in this Agreement, in no event will either party be liable to the other for any consequential, indirect, incidental, special, exemplary or punitive damages, including without limitation any loss of use or loss of business, revenue, profits, opportunity or good will, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if such party has been advised or should have known of the possibility of such damages.

Member and Credit Union acknowledge and agree that the limitations of liability in this Section are a bargained for allocation of risk and liability, and agree to respect such allocation of risk and liability. Each party agrees and acknowledges that the other party would not enter into this Agreement without the limitations of liability set forth in this Section.

MISCELLANEOUS ASSIGNMENT Neither party may assign its rights or obligations under this Agreement without the written consent of the other party; provided, however, we may assign or transfer this Agreement or any part of it, by operation of law or otherwise, to any of our affiliates or to a successor of the Credit Union by merger or acquisition and Member hereby consents to such assignment or transfer in advance. The legal successor(s) resulting from such aforementioned assignment or transfer will succeed to and be bound by this Agreement. Credit Union may subcontract any of the work, services, or other performance required of Credit Union under this contract without the consent of Member.

CONSENT TO BREACH NOT WAIVED Neither party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

NOTICES Any notice required shall be given by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically or by any other means agreed upon by both parties and if, to Credit Union of Denver at 9305 W. Alameda Ave., Lakewood, CO, 80226, and if to Member, at the most recent address shown for Member in Credit Union's records. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Any notice mailed shall be presumed received on the third business day after mailing thereof.

FORCE MAJEURE Neither party will be liable to the other for any delay or interruption in performance as to any obligation in this Agreement resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, terrorist action, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, closures due to inclement weather, or delays or interruptions in performance beyond its reasonable control.

ENTIRE AGREEMENT: AMENDMENT We may amend this Agreement at any time and from time to time as determined in its sole discretion and without prior notice to Member. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

SEVERABILITY If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.

GOVERNING LAW This Agreement shall be governed by, and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions, and applicable federal law.

RELATIONSHIP OF PARTIES Nothing in this Agreement creates a joint venture, partnership, principal agent or mutual agency relationship between the parties. No party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other party.

NO THIRD PARTY BENEFICIARIES This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as third party beneficiary or otherwise, against Member or Credit Union, their respective successors, assigns and affiliates.

CAPTIONS AND HEADINGSThe captions or headings used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.

USE OF TRADEMARK You may not use our name or trademarks without the express written consent of the Credit Union. If you are permitted to use any of Credit Union's name, trademarks or promotional materials, you will not indicate, directly or indirectly, that the Credit Union endorses, or is connected in any way with, any of your goods or services.

ACCOUNT RECONCILIATION We will provide notice of receipt of deposits to your Account on the periodic statement for such Account. You are responsible for detecting and reporting to us any discrepancy between your records and the records the Credit Union provides to you. If you do not detect and notify us of such a discrepancy within 60 days of your receipt of any terminal printout, mailed report or periodic statement (each a "Report"), whichever is received first, then such transactions shall be considered correct, and Member shall be precluded from asserting such error or discrepancy against the Credit Union.

CONTINGENCY PLAN You agree that, in the event you are not able to capture, balance, process, produce or transmit a File to Credit Union, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to communications, equipment or software outages, interruptions or failures, you will transport the originals of all Checks to the closest office of Credit Union and deposit original Checks with Credit Union until such time that the outage, interruption or failure is identified and resolved. The deposit of original Checks at an office of Credit Union shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement.

INTERNET DISCLAIMER Credit Union does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from our network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Member's or Credit Union's ability or inability to connect to the Internet.

ARBITRATION Except as set forth below, every controversy, dispute or claim asserted by you against the Credit Union arising out of, or is in any way related to or resulting from, this Agreement, Mobile Deposit Capture or any other services provided by Credit Union, whether based in contract, tort or any other legal theory, including claims of fraud, suppression, misrepresentation and fraud in the inducement, will be resolved by binding arbitration. The arbitration shall be conducted before a single Arbitrator chosen from the arbitration panel of the Judicial Arbitrator Group, Inc. (JAG) located in Denver, Colorado, or another comparable arbitration firm that is mutually agreeable to the parties, utilizing informal rules for arbitration to be established by the Arbitrator. Such Arbitrator shall be mutually selected by the parties, and the arbitration shall be conducted in Denver, Colorado, unless both parties agree otherwise. There shall be no authority for any Claims to be arbitrated on a class action basis. Further, arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. The arbitrator will decide whether you or we will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with the applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. Both parties fully understand and agree that they will not have a right to litigate any Claim in any court if either party chooses to have the Claim resolved by binding arbitration. Further, in agreeing to arbitrate all Claims you are waiving your right to a jury trial. This arbitration provision and the exercise of any of the rights you and we have under it do not prohibit you or us from exercising any

lawful rights either of us has to use other remedies available preserve, foreclose or obtain possession of real or personal property, exercise self-help remedies, including any setoff rights which we may have. The arbitrator shall apply applicable substantive law of the State of Colorado and applicable statute of limitations and shall honor claims or privileges recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision will survive termination of your use of the Services. Either of us may bring an action to compel arbitration of any Claim and/or stay the litigation in any court having jurisdiction; such motion may be brought at any time in a lawsuit in court, until the entry of a final judgment. If any portion of this arbitration provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this arbitration provision. Notwithstanding the foregoing, all matters or disputes involving our enforcement of our rights to recover monetary obligations owing by you to the Credit Union, or our enforcement of any security interest in pledged loan collateral or our enforcement of the various Agreements that you have with the Credit Union for the various services that we provide to you, may, at our option, be initiated in any court of competent jurisdiction and shall not require arbitration in our sole discretion.

EXHIBIT A DEFINITIONS

Business Days "Business Day" means a calendar day other than a Saturday or Sunday or Federal Holiday in which the credit union is open for business. The processing day cut-off time is 2:30pm Mountain Time, after which transactions will reflect an effective date of the next Processing Day. Similarly, transactions that you initiate on a non-processing day (Saturday, Sunday, Federal Holidays, or any other day the credit union is closed, whether anticipated or not) are effective dated the next Business / Processing Day. For Saturdays and Sundays, the next Business Day is typically a Monday, permitting that Monday is not a Federal Holiday.

Check "Check" means an Original Check, as defined in Regulation CC, including Money Orders, Traveler's Cheques and Gift Cheques, except that Check does not include a Substitute Check or a remotely created check. The Check Item can only be drawn on financial institutions within the United States.

Confidential Information with Respect to any Party as Recipient "Confidential Information with respect to either party as recipient" means any information obtained by, or disclosed or made available to such party (whether in writing, verbally or by observation of objects or processes) from or by the other party, that is accompanied by a clear indication that the disclosing party considers the information to be confidential or proprietary, or is of a type that the recipient should reasonably consider it the confidential or proprietary information of the disclosing party or its licensors. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient; (ii) was in the recipient's possession before the time of disclosure, (iii) becomes available to the recipient on a non-confidential basis from another source, provided that the recipient has no actual knowledge that the source of such information was bound by and in breach of a confidentiality obligation with respect to such information; or (iv) is independently developed by the recipient without reference to or use of the disclosing party's other Confidential Information. The Documentation and any materials relating to the Documentation will be deemed the Confidential Information of Credit Union for purposes of this Agreement. Any nonpublic personal information regarding Member's Customers shall be deemed the Confidential Information of Member for purposes of this Agreement.

Documentation "Documentation" means all documentation, application, user set-up form, system requirements guide, schedule of fees, the user manual, any other user guides/quick references, all instructions (including on-line instructions) relating to the Product and Services which we may provide to you from time-to-time in connection with the Product or Services.

Imaged Item "Imaged Item" means the digitized image of a Check that is created by you and transmitted to us using the Service.

Endpoint "Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Electronic Items or Substitute Checks.

Image Exchange Item "Image Exchange Item" means a digitized image of an Item cleared and settled directly with a payor Financial Institution without conversion to a Substitute Check.

Item "Item" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to you and includes Original Checks, Substitute Checks and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money.

Non-Cash Item "Non-cash Item" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

Non-Qualifying Item "Non-qualifying Item" means any Foreign Check Item, Savings Bond (E, EE, HH, etc.), Third Party Check Item (Double Endorsement Check Item), yours own Check issued by and drawn on the Member and/or its affiliates, temporary checks, and stale dated items.

Original "Original" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.

Payor Financial Institution "Payor Financial Institution" means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.

Product "Product" means collectively the procedures, protocols, and software used by Credit Union and its licensors and contractors in connection with the electronic processing of Items, and includes without limitation the Services.

Regulation CC "Regulation CC" means 12 C.F.R. Part 229, as it may be amended from time to time.

Services "Services" means the services described in this Agreement, to be provided by us to you to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints.

Software "Software" means any software which may be offered or required by Credit Union for use in receiving, validating and packaging images and data from a bulk file to be forwarded to Credit Union for additional processing.

Substitute Check "Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

UCC "UCC" means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation of this Agreement.

United States Financial Institution "United States Financial Institution" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.