

Mobile Deposit Services are provided to you by Sikorsky Credit Union as part of the Online Banking and Bill Pay Services and are powered by a third party (the "Licensor") mobile technology solution. This Mobile Deposit Services Addendum is the legal agreement between you and Sikorsky Credit Union. This Mobile Deposit Services Addendum (this "Addendum") is part of the *Online Banking & Bill Pay Service Terms & Conditions* (the "Agreement") and is hereby incorporated by reference into the Agreement. In the event of inconsistency between this Addendum and the Agreement, the terms of this Addendum will apply.

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by taking a picture of the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device for processing and presentment to a collecting or paying financial institution. The Mobile Deposit service is subject to terms and conditions and to the instructions, rules and terms contained within the service and incorporated by reference herein. In the event of a conflict between the terms of the Addendum and any other agreement governing your accounts, including Sikorsky Credit Union's [Member Share Account Contract](#) and [Funds Availability Policy](#); the terms of this Addendum shall control. After you login to Mobile Banking, you must read and agree to the terms and conditions for Mobile Deposit. You understand that you must be a Sikorsky Credit Union member in good standing and meet other pre-determined qualifying factors to qualify for the service. To determine if you are eligible for this service, visit any Sikorsky Credit Union branch or contact us at (203) 377-2252, or toll-free (888) 753-5553.

The terms and conditions of this Addendum govern your use of Mobile Deposit services via cell phone or other handheld mobile device (a "Mobile Device"). We may offer additional features and services in the future. Any added Mobile Deposit services and features will be governed by this Addendum and the Agreement, and by any terms and conditions provided.

To use the Mobile Deposit service, you must have a Mobile Device with an enabled camera and service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability and an Online Banking Service user name and password. Third party fees may apply for data, text messaging and Internet access. Contact your mobile device carrier for additional information.

You must have a valid, accurate email address on file to use Sikorsky Credit Union's Mobile Deposit service. You must keep Sikorsky Credit Union informed of your current address and/or email address to ensure correct delivery of monthly statements. You may notify us by telephone, (203) 377-2252 or toll-free (888) 753-5553, to change your address. You can change your email address at any time by accessing My Settings within the Online Banking Service.

You may use the Mobile Deposit service to deposit checks to your Sikorsky Credit Union checking or savings accounts. Each Mobile Deposit transaction will appear on your periodic statement with other transactions in your account and also may

be seen through access to the Online Banking Service. You are responsible for auditing and balancing all transactions in your account.

You agree that you will not use Mobile Deposit to deposit a check or any other items that: (a) are payable to any person or entity other than an owner of the Account to which the item is to be deposited; (b) are prohibited by Sikorsky Credit Union's terms governing the use of Mobile Deposit service or your accounts in violation of any law, rule or regulation; (c) you know or suspect, or should know or suspect, is a forged or fraudulent item or not otherwise authorized by the owner of the account on which the item is drawn; (d) has been previously deposited whether as an original item, substitute check or image replacement document, without Sikorsky Credit Union's express consent; (e) are drawn on financial institutions located outside the United States.

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 that exceeds these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The limits that we will apply when using this service are listed below:

- The maximum Mobile Deposit Daily Limit is \$5,000.
- The maximum Mobile Deposit 30-day limit (last consecutive 30 calendar days) is \$15,000.

We follow our [Funds Availability Policy](#) as to when the funds will be available for a Mobile Deposit that you have made. The length of the delay in making the funds available is counted in business days from the banking day of your deposit. Every day is a business day except Saturdays, Sundays, and Federal Holidays. Mobile Deposits confirmed as received before 5 PM Eastern Time on a business day will be credited to your checking account the same day. However, if you make a deposit after 5 PM, the deposit will be reflected on the next business day we are open. For purposes of establishing funds availability, your deposits via the Mobile Deposit session are deemed to be received by Sikorsky Credit Union when we confirm receipt of the image to you via email. We shall not be deemed to have received the item for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. We will notify you of rejected images.

We are notifying you in advance that deposits made by the Mobile Deposit service do not fall under the standard provisions of Regulation CC-Expedited Funds Availability Act. As such, longer holds periods may apply. You agree to receive notice of extended hold times via the e-mail address provided in your Account.

You agree that Sikorsky Credit Union may at any time, at its sole discretion, refuse to accept deposits of checks from you using the Mobile Deposit service. In the event that the Mobile Deposit services are interrupted or otherwise unavailable, you may, at your own option, deposit checks in-person at a Sikorsky Credit Union Branch Teller, Sikorsky Credit Union ATM, or mail your deposits to Sikorsky Credit Union.

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check, along with proper endorsement applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other valid regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include: 1) your signature, and 2) the words "for mobile deposit only Sikorsky CU". Sikorsky Credit Union reserves the right to reject any mobile deposit that does not conform to the requirements set forth herein. Any loss we incur from a delay or processing error resulting from an irregular and/or improper endorsement or other markings by you will be your responsibility.

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

After you receive confirmation that we have received an image, you must securely store the original check for 5 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time you will deliver to us within 5 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check for deposit at Sikorsky Credit Union or other financial institution. You agree that should the original check be re-presented, you will be liable for any loss or expense incurred by or imposed upon Sikorsky Credit Union as a result of the re-presentation of said item. You understand that you must complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone, (203) 377-2252 or toll-free (888) 753-5553, if you learn of any loss or theft of the original check.

Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned

unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image and/or duplicate processing of presented item, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been chargedback to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

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

Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

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

You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid. You will be held liable for any expenses, loss or damages suffered by Sikorsky Credit Union caused by any action described in this paragraph.

There are no other duplicate images of the original check.

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

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

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

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software.

In the event that Mobile Deposit is unavailable, you may deposit original checks at a Sikorsky Credit Union Branch Teller or our ATMs, or mail your deposits to Sikorsky Credit Union.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or

reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight and Ensenta Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

WHEN YOU USE THE MOBILE DEPOSIT SERVICE, YOU PERFORM THE FUNCTION OF CONVERTING AN ORIGINAL CHECK TO A SUBSTITUTE CHECK. THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE RESPONSIBLE, TO THE EXTENT PERMITTED BY LAW, FOR ALL WARRANTIES AND INDEMNIFICATIONS SET FORTH IN CHECK 21 APPLYING TO ANY RECONVERTING FINANCIAL INSTITUTION AND TRUNCATING FINANCIAL INSTITUTION, AS SUCH TERMS ARE DEFINED BY CHECK 21, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO ONLY CONVERT AN ORIGINAL CHECK THAT ALLOWS FOR THE CREATION OF A SUBSTITUTE CHECK AND THAT THE CONVERTED CHECK CLEARLY AND ACCURATELY REPRESENTS THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECK. SIKORSKY CREDIT UNION AND ITS AGENTS SHALL HAVE NO OBLIGATION, TO SCREEN ITEMS OR SUBSTITUTE CHECKS FOR LEGAL COMPLIANCE. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD SIKORSKY CREDIT UNION AND ITS AGENTS HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGE, AND LOSS ARISING OUT OF ANY CLAIMS, SUITS OR DEMANDS BROUGHT BY THIRD PARTIES WITH RESPECT TO ANY SUBSTITUTE CHECKS.

**DISCLAIMER OF WARRANTIES:** WE MAKE NO WARRANTY THAT ANY MOBILE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN MOBILE BANKING SERVICE 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 LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY

THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW. YOU UNDERSTAND AND AGREE THAT THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

You may terminate the Services with us at any time. Sikorsky Credit Union reserves the right to terminate the Mobile Deposit Services and/or your use of the service with or without cause. We may do so immediately if (a) you or any authorized user of your account breaches either of the Addendum, or any other agreements regarding your Accounts; (b) we have reason to believe that there has been or might be an unauthorized use of your Account; or (c) you or any authorized user of your Account requests that we do so.