

MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. After you login to Mobile Banking, you may apply for Mobile 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. 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.

Eligible items. You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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.

Requirements. 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 and any endorsements 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 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 your signature and "FBFCU eDeposit", along with the last 4 digits of your account number under your signature. Any loss we incur from a delay or processing error resulting from an irregular 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.

Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image 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.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request.