

Terms and Conditions for Mobile Banking

Mobiliti Terms & Conditions

Thank you for using the Fiserv Mobiliti Services and any related Software provided by Liberty Savings Federal Credit Union ("Liberty Savings FCU") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Liberty Savings FCU in its discretion may modify these Terms and Conditions at any time. **Standard messaging charges apply.**

Terms and Conditions:

a. Program: Liberty Savings FCU offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Liberty Savings FCU as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

b. Questions: You can contact us at (201) 659-3900, or send a text message with the word "HELP" to this number: 59289. We can answer any questions you have about the program.

c. To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 59289. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

d. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Liberty Savings FCU or any service provider

Privacy and User Information. You acknowledge that in connection with your use of the Services, Liberty Savings FCU and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). Liberty Savings FCU and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Liberty Savings FCU and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Liberty Savings FCU (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Liberty Savings FCU or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Liberty Savings FCU, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

e. To the extent this Mobile Banking App allows you to access third party services, Liberty Savings FCU, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

f. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-

INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

g. *Limitation of Liability.* YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE

LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

h. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Liberty Savings FCU Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in Liberty Savings FCU Online Banking and/or Mobile Banking (the "**Service**") includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from us that contain transactional information about your Liberty Savings FCU account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **More menu** within Liberty Savings FCU Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Liberty Savings FCU reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("**EndPoints**"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Liberty Savings FCU Online Banking message inbox, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, **text "STOP"** to 72080 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Liberty Savings FCU Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 72080. In case of questions please contact customer service at (201) 659-3900. Our participating carriers include (but are not limited to) AT&T, Sprint PCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Liberty Savings FCU provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s)

and other factors outside Liberty Savings FCU's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Liberty Savings FCU, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Liberty Savings FCU and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Liberty Savings FCU and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

LIBERTY SAVINGS FEDERAL CREDIT UNION (LSFCU) MOBILE BANKING REMOTE DEPOSIT CAPTURE (RDC) SERVICE TERMS AND CONDITIONS

Use of Liberty Savings Federal Credit Union (LSFCU) Mobile Remote Deposit Capture Service ("RDC"), is subject to approval by Liberty Savings Federal Credit Union ("LSFCU," "we," "us"). We can change the terms of this Agreement by notice to you. This agreement is governed by our bylaws, state and federal laws, the applicable rules and regulations of the Federal Reserve System, the National Credit Union Administration, the Automated Clearing House rules, and the rules and regulations of other proper regulatory insuring authorities.

Acceptance of these terms. Your use of RDC constitutes your acceptance of the Agreement. It is your responsibility to read this and any notice of change(s) to the Terms and Conditions. Your continued use of RDC after notification shall constitute acceptance of any change(s). You agree to receive all notices related to RDC electronically. If you, the account-holder are approved for RDC, you agree that use of RDC is subject to the following terms and conditions.

Use of Service. LSFCU is not responsible for any technical difficulties you experience attempting to use RDC. To use LSFCU RDC service, you must have a smartphone, and meet certain eligibility criteria as dictated by us. You may be denied access to this service for other serious account issues as determined by LSFCU sole discretion. These serious issues include, but are not limited to, delinquency, potential fraud or security concerns, unknown or invalid address or contact information, and identity or membership verification. You must have a current email address, physical address and phone number on file with Liberty Savings Federal Credit Union and use the Credit Union's Online Banking and Mobile product. Eligibility for the RDC service will be determined daily. Use of this service constitutes acceptance of the terms and conditions presented specifically for this service. You must obtain and maintain, at your expense, compatible hardware and software. We are not responsible for the functionality or maintenance of any third party hardware or software you may need to use this service. We are not responsible for any fees charged by your wireless provider. We are not responsible for the delivery and receipt of information, including but not limited to, instructions you give us, may be delayed or otherwise impacted by factor(s) affecting your phone carrier, other parties, or because of other reason that we cannot control. We are also not responsible for circumstances beyond our control such as fire, flood or internet malfunctions which prevent the transaction despite reasonable precautions that we have taken.

Restrictive Endorsement. Checks must be payable to you and endorsed by you with your signature and with the restrictive verbiage, "**Mobile Deposit into Liberty Savings FCU on MMDDYY to account #_____**" consistent with the terms of the LSFCU policy applicable to the account to which the deposit is made.

Eligible Items. Only the following items are eligible for RDC deposit:

- a. Checks drawn on U.S. financial institutions in U.S. dollars
- b. Checks payable to multiple parties if account is owned by the same
- c. Checks drawn on United States Treasury

- d. Checks drawn on any state or local government of the United States (including the District of Columbia and all other U. S. territories)
- e. Cashier's checks

Ineligible Items. You agree not to attempt to use RDC to deposit checks with any of the following characteristics:

- a. The check is not payable to you or entity other than the person or entity that owns the account that the check is being deposited into
- b. Checks payable jointly, unless deposited into an account in the name of all payees
- c. Checks with any endorsements on the back other than that specified in this agreement
- d. Savings Bonds
- e. Checks that have any alterations
- f. Checks that have been returned
- g. Checks you know, suspect 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
- h. The check is payable in a currency other than U.S. dollars
- i. The check is drawn on a financial institution located outside the United States
- j. The check has been previously converted to a substitute check or image as defined in the Expedited Funds Availability Act
- k. Items that have been previously deposited, electronically captured and endorsed
- l. The check has been remotely created
- m. The date of issue of the check is more than 6 months prior to the attempted deposit date
- n. Checks that require authorization
- o. You have any reason to believe that the check will not be paid by the institution on which it is drawn
- p. Items missing processing information, such as illegible or missing account or bank routing numbers
- q. Money Orders
- r. Traveler's checks
- s. The check is from your checking account with LSFCU
- t. Checks that do not have the restrictive endorsement which is "**Mobile Deposit into Liberty Savings FCU on MMDDYY to account #_____**"

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

We may, at our sole discretion, refuse to accept any item presented for deposit via RDC. You will be notified by either an in-application message, email from us, USPS mail or we may contact you directly by phone. We will have no liability to you for declining to accept items presented for deposit via RDC.

Receipt of Deposit. For purposes of determining the availability of funds, qualified checks deposited using the Mobile Deposit service are considered acknowledged by the Credit Union when the Mobile Deposit capture system expressly indicates that the check images were received by, or delivered to, the Credit Union. You agree that the photographing and transmitting of checks does not constitute receipt by the Credit Union. Mobile Deposits confirmed as received on any given day will be credited to your account within 2 business days. LSFCU shall not be deemed to have received the image for deposit until we have confirmed receipt to you. An image of an item shall be deemed received when the account history reflects that the item was accepted. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or items does not contain errors. We further reserve the right, at our sole and absolute discretion, to reject any item for remote deposit into your account, without liability to you. We will notify you of rejected item. You agree that LSFCU is not liable for any loss, costs, or fees that you may incur as a result of our rejected item. We are not responsible for any image that we do not receive. Our business days are Monday thru Friday, except holidays.

Balancing. Member agrees to verify RDC items, using online banking, deposited on the previous business day and immediately notify LSFCU of any error. LSFCU will make every effort to assist the member in resolving transmission and posting errors, but all adjustments will be made in accordance with LSFCU Terms and Conditions of your account and applicable law.

Funds Availability. Any credit given for items deposited using RDC is provisional and subject to verification and final approval of the item. LSFCU, at its sole discretion, may place an additional hold on any item for a reasonable period until the settlement of the item is deemed to be complete. We will notify you if we delay your ability to withdraw funds for any reason and will tell you when funds will be available. Funds will generally be available between two and nine business days after the day of deposit.

Returned Deposits. Any credit to your account for checks deposited is provisional. If any original checks deposited 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, you agree that an original check will not be returned to you, but that we may charge the amount of original check, and a fee, to your account, and upon your request, provide you with an image 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 returned item.

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 warrant claim related to such item, whether or not the rejection, return adjustment or warranty claim was made timely.

Limits. LSFCU allows you to make RDC check deposits up to \$1,500.00 per business day (as defined between 3:30PM and 3:30PM EST) to your LSFCU savings (share) and/or checking (share draft) accounts from your mobile phone by taking a photo of both sides of checks and delivering the check images and

associated deposit information to LSFCU. We reserve the right to change these limits at any time without prior notice to you.

Disposal of Transmitted Items. Once your RDC deposit is processed, after 60 business days, you can destroy the original deposit item, or mark the item as “Void”, or otherwise render it incapable of further transmission, deposit or presentment. You agree to promptly present the original item upon the request of LSFCU. You agree to defend, indemnify and hold LSFCU and any LSFCU third party service provider from any claims, damages, losses, liability or expenses to which we or our service provider may become subject as a result of an item you deposited via RDC being presented for duplicate payment.

Member Risk Management. Member is responsible for the following:

- a. You should not leave your mobile phone unattended while using LSFCU Mobile Banking. Once your banking is completed, sign off and close your browser before leaving your phone.
- b. Never share your Online Banking User ID / Password, or other personal account information (including your account number). Sharing this information constitutes a misuse and therefore, all transactions initiated by those with whom you shared information, and any subsequent person they shared your information with, will be considered as authorized by you, regardless of whether you intended those transactions to be made.
- c. Member is responsible to change their password periodically or at the request of LSFCU.
- d. Using virus and malware detection software approved by your mobile access device vendor as available.
- e. Avoiding the use of operating systems or access device features that “remember” passcodes, passwords or account information.
- f. Member is responsible for notifying LSFCU immediately of any breach of access device or any unauthorized access to confidential information.
- g. Member agrees to store deposited items in a secure location until destroyed.

Periodic Statements. We will send you a monthly statement reflecting the activity on your account for each statement period. It is your responsibility to exercise reasonable care and promptness in the examination of the monthly statement submitted to you by us and to discover any errors, unauthorized transactions or alterations on any items deposited to your account and to notify the Credit Union promptly after discovery. Failure to discover and/or report errors or unauthorized transactions within 60 days from the time the statement is made available to you will constitute a breach of your duty hereunder to preclude any claims for loss.

Termination. LSFCU may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by you or LSFCU. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use RDC for any unauthorized or illegal purposes, or you use the RDC in a manner inconsistent with the terms of any agreement with us. You may discontinue use of this service by calling us at 201-659-3900. In the event of termination of RDC services, you remain liable for all transactions performed on your account.

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 NONINFRINGEMENT. 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 LSFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

You agree not to copy, reproduce, distribute or create derivative works from the content of the RDC service or to reverse engineer or reverse compile any technology used to provide the RDC service. LSFCU and our third party service providers, if any, retain all ownership and proprietary rights in the Services, associated content, technology and web sites.

User Warranties and Indemnification. You agree and warrant to LSFCU that:

- a. You will use RDC only to transmit eligible properly endorsed checks
- b. Check images will meet quality standards
- c. You will not use RDC to transmit duplicate items
- d. You will not deposit or re-present the original item once it has been submitted for deposit via RDC
- e. Items you transmit do not contain viruses, malicious code or disabling features
- f. All information you provide to LSFCU is accurate and correct
- g. You will comply with this Agreement, all agreements you have with LSFCU, and all applicable rules, laws and regulations.
- h. If you become indebted to LSFCU by your use of RDC, you agree that we can recover costs we incur in collecting what you owe, including attorney's fees and costs in addition to any other remedies the court finds proper. If a provision of this Agreement is found to be invalid, the remaining provisions will continue in effect.

You agree to indemnify and hold harmless Liberty Savings Federal Credit Union from any loss for breach of this warranty provision.

Third Party Service Provider. Electronic items and other related information may be processed on behalf of LSFCU through any agent or third party service provider of LSFCU. Performance of services

though a service provider does not affect any obligation or performance thereof which you have under this Agreement.

Governing Law. This Agreement, including all services provided by or relating to the services provided hereunder by LSFCU, and all rights and obligations of the parties, shall be construed in accordance with and governed by the laws and State of New Jersey. Any action commenced to enforce this Agreement must be brought in a court in the State of New Jersey.

Federally insured by NCUA

April 29, 2020