

HFS FEDERAL CREDIT UNION

MOBILE BANKING SERVICE TERMS AND CONDITIONS

Welcome to the **HFS Federal Credit Union (HFS FCU)** Mobile Banking Service, which is used with your mobile device's text messaging capabilities. **Message & Data rates may apply.** The Mobile Banking Service is a specialized type of Online Banking Service. You must be enrolled in Online Banking to access the Mobile Banking Service.

These Terms and Conditions apply to all Mobile Banking Services. You must abide by these Terms and Conditions. If you do not agree to these Terms and Conditions, do not use any Mobile Banking Service and contact HFS FCU to cancel your Mobile Banking Services.

These Terms and Conditions supplement all other rules and disclosures applicable to your Account such as the HFS FCU Membership and Account Agreement; Online Banking Agreement; and Electronic Fund Transfers Agreement and Disclosure and all services that you access through Mobile Banking, such as Mobile Deposit. Printed versions of each of these disclosures are accessible on our full website at www.hfsfcu.org. In the event of any irreconcilable inconsistency, the provisions of the more specific document will control. For example, the Terms and Conditions of the Mobile Banking Service will control over the Online Banking Agreement, which will control over the Membership and Account Agreement. If there is an irreconcilable conflict between what an employee says and written disclosures, the written disclosures will prevail.

1. Accessing Mobile Banking

HFS FCU offers members mobile access to the member's account information (e.g., for checking balances and last transactions) over Short Message Service ("SMS"), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires the user to provide a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which the user will have to enter on the website. Additionally, members may select the type of alerts and other preferences which will determine, together with the member's account data, the frequency of alerts delivered to the member. Message & Data rates may apply. Members may opt out of this program at any time.

2. Help and Stop Functions

You may contact us at hfs_operations@hfsfcu.org or 808-930-1400, or send a text message that says "**HELP**" to this number: 59289. We will answer questions you have about Mobile Banking.

To stop Mobile Banking messages from being sent to your mobile device, you can opt out of the Service via SMS. Send a text message 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 from Mobile Banking.

3. Availability

Mobile Banking Services and any software you may obtain from Mobile Banking ("Software") may not be available for any reason outside of the reasonable control of HFS FCU or any service provider, or for security or other reasons. HFS FCU reserves the right to cancel or suspend access to any Mobile Banking Service without prior notice. Service for new account holders may be delayed. If you have any difficulty accessing a Mobile Banking Service, please contact HFS FCU.

4. Software and Hardware Requirements

To access HFS FCU's Online Banking Service, you must have a computer with access to the Internet through an Internet Service Provider (ISP). You need an operating system (Microsoft® Windows XP or higher, or Mac Operating System or higher) and a current browser (Microsoft Internet Explorer, Safari, Google Chrome, Firefox).

In addition, to access HFS FCU's Mobile Banking Service, you must obtain the HFS Federal Credit Union app from your device's app store (e.g., Apple App Store or Google Play). After accessing the app, you will be prompted to enroll and will gain access to HFS FCU's Mobile Banking Service. In addition, specific Mobile Banking Services may have additional requirements.

HFS FCU is not responsible for providing, maintaining or servicing your mobile device or any other equipment for you. You are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use any Mobile Banking Service. HFS FCU is not responsible for any third party software that you may need to use any Mobile Banking Service.

HFS FCU is not responsible for any loss, damage or claim caused by your ISP, software, or computer communication equipment. You release HFS FCU and its service providers from any and all claims or damages resulting from, or related to, any computer virus, malware, attack by anyone attempting to gain unauthorized access to your mobile device, technical difficulties, errors or failures in your mobile device, or related problems that may be associated with using your mobile device, any Mobile Deposit Service, e-mail or the internet. You agree that images and files that you transmit through a Mobile Deposit Service will not contain any viruses or any other disabling features that may have an adverse impact on the network, data, or related systems.

5. Security Procedures

You agree to the security procedures (“Security Procedures”) used by HFS FCU in connection with any Mobile Banking Services, as described below.

As part of the Security Procedures, HFS FCU may employ various authentication technologies, including, but are not limited to, use of User IDs, passwords and other “Additional Authentication Information” (“AAI”) that HFS FCU may require you to provide at HFS FCU’s sole discretion. You understand and agree that you will be responsible for maintaining security and control over your User ID, password, and AAI, and shall use security for such items comparable to the security and control you would use for cash, but in no event less than reasonable security and control in the circumstances.

HFS FCU will never contact you by email, telephone, mail or other type of correspondence and request your PIN, password, username, or other access code. If you are contacted by anyone asking for your PIN, password, username or other access code, you should refuse and immediately contact HFS FCU.

If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, notify HFS FCU immediately by telephone. Also log on to HFS Online Banking and unenroll from HFS FCU’s Mobile Banking Service. You will be solely liable for all transactions initiated before HFS FCU has received such notification and has had a reasonable opportunity to act on such notification.

HFS FCU reserves the right to change any or all of the Security Procedures at any time to protect the integrity of the system. You agree that your use of a Mobile Banking Service after HFS FCU provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. HFS FCU is not agreeing to any Security Procedures or other procedure for the detection of errors. You represent that for Mobile Banking Services, you consider the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting with respect to the Service.

6. Safeguards

Safeguard your mobile device. If you lose your mobile device, contact HFS FCU immediately by telephone. Also log on to HFS FCU’s Online Banking Service and unenroll from HFS FCU’s Mobile Banking Service. Do not allow others to access your mobile device, or leave it unattended or unlocked when not in use. Frequently delete text messages from HFS FCU, especially before loaning, discarding or selling your mobile device. If you install third-party apps on your mobile device, your mobile device could be compromised by malicious code that is designed to access files or passwords. Before downloading or installing a banking app or shortcut on your mobile device, verify that it is the authorized and genuine app from HFS FCU. Do

not click on any active links in any suspicious emails. Contact HFS FCU immediately, as you may be the victim of identity theft.

7. Privacy and User Information

You acknowledge that in connection with your use of Mobile Banking, HFS 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 Mobile Banking or the Software (collectively "User Information"). HFS 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 and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the safety of subscribers or the public, to defend claims, and as otherwise authorized by you. HFS FCU and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the 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.

8. Restrictions on Use

You agree not to use Mobile Banking or the Software for any illegal, fraudulent, unauthorized or improper manner or purpose, and that all use will be in compliance with all applicable laws, rules and regulations, including Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. You agree to comply with all of the terms and conditions of the Mobile Banking Service and applicable law (including the sanctions laws administered by OFAC and the Bank Secrecy Act). You warrant that you are using the Mobile Banking Services for lawful purposes only. You further agree that you will not use Mobile Banking or the 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, or is used in a way that is, unlawful, harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, harmful to minors, excessive in quantity, or materials the transmission of which could diminish or harm the reputation of HFS FCU or any third-party service provider involved in the provision of Mobile Banking (as determined by HFS FCU in its sole discretion); (iv) material or data that is related to alcohol, tobacco, drugs or other controlled substances, guns, weapons, pornography, crime, death, violence, gambling or other regulated activity, unlawful discrimination, or that 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 may 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 HFS FCU, any of its service providers, 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 HFS FCU, Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other members of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

9. Additional Considerations

You represent to HFS FCU and its service providers that (i) you are the legal owner of all of the accounts and other financial information which you will access through Mobile Banking; (ii) all information that you provide to HFS FCU in connection with Mobile Banking is accurate and complete; and (iii) you are an authorized user of the device that you will use to access Mobile Banking.

Additionally, you agree (i) to take every precaution to ensure the safety, security and integrity of the information used or obtained in connection with Mobile Banking; (ii) that HFS FCU may rely on all communications that are sent from your mobile device or with your pass code or other access code, and HFS FCU is not required to make further inquiry into the identity of the sender and you shall not dispute such reliance; (iii) that HFS FCU is authorized to send SMS texts and other communications to your mobile device in connection with Mobile Banking; (iv) that HFS FCU shall not be responsible for any direct, indirect or consequential damages or losses arising from your use of Mobile Banking; and (v) to defend, indemnify and hold HFS FCU and its service providers harmless from any losses, damages, costs, legal fees, charges and expenses arising from Mobile Banking and your Account, except as otherwise required by law. If the mobile device that you use to access Mobile Banking is either lost or stolen, then you agree to deactivate the device immediately through HFS FCU's online banking service and to contact HFS FCU.

Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your account(s). The information contained within Mobile Banking and any related software is for informational purposes only. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through Mobile Banking may be delayed or impacted by factors pertaining to your Internet service providers, phone carriers, other parties, or because of other reasons outside of our control or for security or other reasons. You agree that HFS FCU and its

service providers will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Mobile Banking, except as otherwise required by law. Additionally, not all of the products, services or functionality described on the Online Banking sites or your Online Banking agreement are available when you use a mobile device. Therefore, you may not be able to use all the products, services or functionality described when you access or try to access them using a mobile device. HFS FCU reserves the right to suspend or terminate any product, service or functionality at any time.

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

Additionally, you agree that neither HFS FCU nor its service providers will be liable for any errors in the content of information obtained or transmitted through Mobile Banking, or for any actions taken in reliance on such information (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider and data transfer charges. HFS FCU is not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. Any losses or charges incurred through loss of mobile device or the safeguarding or failure to safeguard passwords will remain your responsibility, except as otherwise required by law.

HFS FCU reserves the right to change these Terms and Conditions at any time. There are currently no fees being charged for Mobile Banking, but HFS FCU may impose a fee for Mobile Banking in the future. You are solely responsible for providing updated addresses as necessary. Revised Terms and Conditions shall become effective immediately, unless otherwise specified by us or by law. Continued use of Mobile Banking and any related Software after the revised Terms and Conditions are posted constitutes your agreement with and acceptance of the Terms and Conditions.

10. Review of Monthly Account Statement and Prompt Notice to HFS FCU

You agree to check your monthly Account Statement and notify HFS FCU immediately in the event of any error, and in any event within thirty (30) calendar days of receiving your monthly Account Statement that covers the date of your mobile deposit. Unless you notify HFS FCU of any error or discrepancy within thirty (30) calendar days after the date HFS FCU mails or otherwise makes the statement or other material available to you, the statement or other material will be deemed to be correct, except as otherwise provided by law.

11. Standard of Care.

You acknowledge that the Mobile Banking Services are provided as an alternative method for obtaining certain services; that there are risks to using Mobile Banking Services with mobile devices, such as the potential for fraud if someone gains access to your device or access code; and that the risks of using Mobile Banking Services could be mitigated or eliminated by making transactions in person at a HFS FCU branch rather than with a mobile device. You agree that our procedures outlined in the Terms and Conditions for Mobile Banking Services constitute ordinary care, consistent with reasonable commercial standards, with HFS FCU acting in good faith and fair dealing. You further agree that if you do not believe that HFS FCU is acting in accordance with the foregoing, you will notify HFS FCU in writing immediately and terminate your Mobile Banking Services.

12. Your Indemnification to HFS FCU; Limitations to HFS FCU's Liability to You

To the full extent permitted by law, you agree to indemnify, hold harmless and defend HFS FCU for any loss it suffers related to your breach of any warranty, or any violation of the terms and conditions of any Mobile Banking Service. Your obligations survive any termination of this Agreement.

HFS FCU does not warrant that Mobile Banking Services will be error-free, uninterrupted, timely, or secure. HFS FCU will only be liable to you for damages arising directly from HFS FCU's intentional misconduct or gross negligence in the performance of the Mobile Banking Services except as otherwise required by law. HFS FCU will not be liable for any damages that arise, directly or indirectly, in whole or in part, from any of the following:

- Your actions or omissions, or those of third parties who are not within HFS FCU's immediate and reasonable control;
- Your negligence, breach of any agreement with HFS FCU, or failure to follow instructions;
- Any ambiguity, inaccuracy or omission in any information provided to HFS FCU;

- Any error, failure or delay in the transmission or delivery of data, records or checks or other instruments;
- Any question regarding the authority of any person to act on your behalf;
- Any question regarding transactions made on any of your accounts;
- Any difficulty with an image, file, or other transmission;
- Any virus or malware attack;
- Any unavailability or failure of any system, data processing, computer, software, telecommunication or internet provider service;
- Circumstances beyond HFS FCU's control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption, or a natural disaster);
- Any unavailability of any Mobile Banking Services for security or any other reason;
- Any limitations placed on transactions by Federal Reserve, clearinghouse or exchange network rules or guidelines.

You agree that the aggregate annual liability of HFS FCU for your use of Mobile Banking Services shall not exceed \$100.00 except as otherwise required by law. Any action against HFS FCU with respect to a Mobile Banking Service must be commenced within twelve (12) months from the date of the event giving rise to the proceeding. If HFS FCU is liable to pay you any interest, the rate paid will be the then current interest rate which deposits in your account earn. If your account does not pay interest, the rate paid will be the applicable Federal Funds interest rate. You agree to cooperate with any loss recovery efforts and to subrogate HFS FCU to your rights to the extent of any liability.

HFS FCU DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE MOBILE BANKING SERVICES (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING THERETO.

ALL MOBILE BANKING SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF TITLE, THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. EXCEPTIONS REGARDING BUSINESS ACCOUNTS AND SERVICES

For organizational or Business Accounts, HFS FCU has no liability for any loss incurred in connection with Mobile Banking Services, and you agree to indemnify, hold harmless, and defend HFS FCU for any loss it suffers because of any use of the Mobile Banking Services by you or with respect to any of your organizational or Business Accounts. "Business Account" means any account that is not established or used primarily for personal, family or household purposes. Sole proprietor accounts and accounts for entities (partnerships, LLCs, corporations, associations) are examples of Business Accounts.

You agree to use the Mobile Banking Services only for your own personal use only. You further agree not to use the Mobile Banking Service for any money service business, money remitter business, computer bureau service business, timesharing, reselling or otherwise using the Service for the benefit of any third party.

14. Proprietary Information.

The material and content accessible from this site is the proprietary information of HFS FCU (or the third party providing the content), and HFS FCU (or such third party) retains all right, title, and interest in the content. The content may not be copied or used in any way without our prior written consent (or the consent of the third party, as applicable), except that you may print out a copy solely in connection with your use of Mobile Banking Services for your Accounts with us.

15. Business Days

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal or bank holidays.

16. Contacting HFS Federal Credit Union

Do not include any personal or confidential information in any email you send to HFS FCU. HFS FCU may not immediately review the message that you send. HFS FCU will not take action based on the message until a HFS FCU employee reads the message and has a reasonable opportunity to act. If you need to contact HFS FCU immediately, visit any HFS FCU branch,

or telephone HFS FCU at:

(808) 930-1400 or toll-free at 1 (800) 216-2666
from 8:30 a.m. to 6:00 pm Hawaii Standard Time

or write to:

HFS Federal Credit Union
632 Kinooole Street
Hilo, HI 96720-3894

17. Amendments

HFS FCU may change or add to the Terms and Conditions of any Mobile Banking Service at any time by notifying you of the change by sending a notice to your email address, to your listed mobile device, or by posting the changed terms on the Online Banking Service or applicable Mobile Banking Service, or any other means permitted by applicable law. If you do not agree to the change or amendment, you must notify HFS FCU prior to the effective date of the change or amendment and cancel your access to the Mobile Banking Service. By using the Mobile Banking Service after the effective date of any change or amendment, you agree to that change or amendment, except as otherwise provided by law.

18. Termination

You may disable Mobile Banking on your device at any time by logging on to HFS Online Banking and clicking on the “Mobile Banking” tab. Choose the “Stop using this device for Mobile Banking” option next to the phone number you want to deactivate. This will cancel your Text Banking and Mobile Banking registration associated with that device. Or you may call HFS FCU at (808) 930-1400 during business hours and ask us to un-enroll your device.

Any termination of any Mobile Banking Services shall not affect your liability or obligations with respect to transactions or any action by you or your agents commenced prior to termination.

For a printed version of the Terms and Conditions for any Mobile Banking Service, access our full website at <https://www.hfsfcu.org>.

MOBILE DEPOSIT TERMS AND CONDITIONS

These Terms and Conditions apply to the Mobile Deposit Service offered by HFS Federal Credit Union (HFS FCU). You must abide by these Terms and Conditions. If you do not agree to these Terms and Conditions, do not use the Mobile Deposit Service and contact HFS FCU to cancel your Mobile Deposit Service.

You must be enrolled in HFS FCU's Online Banking Service and Mobile Banking Service in order to use the Mobile Deposit Service. The Mobile Deposit Service is deemed to be a specialized type of Mobile Banking Service, which is a specialized type of Online Banking Service. You agree not to use the Mobile Deposit Service for any Business Account.

These Terms and Conditions supplement all other rules and disclosures applicable to your Account and all services that you access, including the Mobile Banking Service Terms and Conditions. In the event of any irreconcilable inconsistency, the provisions of the more specific document will control. For example, the Terms and Conditions of the Mobile Banking Service will control over the Online Banking Agreement, which will control over the Membership and Account Agreement. If there is an irreconcilable conflict between what an employee says and written disclosures, the written disclosures will prevail.

1. Mobile Deposit Service

The Mobile Deposit Service allows you to deposit original checks payable to you to your HFS FCU share, share draft, special shares and money manager accounts through HFS FCU's mobile banking application. HFS FCU does not charge you for making deposits through the Mobile Deposit Service; however, fees and charges may apply to dishonored deposits, and fees and charges from your phone service provider apply. This service is available for certain HFS FCU business checking accounts, such as individual sole proprietor accounts, but may not be available for other types of business checking accounts. Please contact HFS FCU if you have any questions.

2. Software and Hardware Requirements

In addition to the software and hardware requirements to access Online and Mobile Banking Services, to use the Mobile Deposit Service, you must have a supported mobile device with a camera and a compatible wireless plan.

3. Eligible Checks

The original paper check is referred to in this Agreement as the "Original Check." The image of the check that you transmit to HFS FCU electronically for deposit is referred to in this Agreement as the "Check Image." "Check" means the original Check and the Check Image. You warrant and represent that each Check deposited through the Mobile Deposit Service meets all of the following conditions:

- The Check is payable to you (third party checks or checks payable to "cash" are not eligible);
- The Check amount does not exceed \$5,000.00;
- The Check is drawn in US dollars, on a US financial institution;
- The Check is valid, does not have any alterations or corrections, and is in good condition;
- All information on the Check is consistent (e.g., the numerical amount matches the written amount);
- The full Magnetic Ink Character Recognition (MICR) line is printed on the Check;
- The Check is not a counter check or a temporary check;
- The Check is dated within six months prior to deposit;

- The Check is not a certified check, cashier's check, teller's check, money order, postal order, savings bond, traveler's check, US Treasury check, government warrant, or demand draft;
- The Check does not require a special endorsement or warrant (e.g., insurance and escrow checks are not eligible);
- The Original Check is a paper check that was not remotely created;
- The Original Check must have an original signature of the person authorizing it;
- The Original Check is in your physical possession;
- You created the Check Image from the Original Check;
- The Check Image is image-readable by HFS FCU's standard software and equipment;
- Neither the Original Check nor any form of the Check has been (nor will be) submitted for deposit or collection anywhere other than to deposit the Check to your HFS FCU account; and
- Neither the Original Check nor any form of the Check has been returned or rejected for any reason.

If you have any questions about whether or not a Check meets these requirements, contact any HFS FCU branch. A Check that does not meet these requirements may in certain cases be accepted for deposit or collection at a HFS FCU branch.

HFS FCU reserves the right to modify the types of checks accepted for the Mobile Deposit Service without prior notice.

4. Endorsement

Prior to making an image of the Original Check, clearly endorse the back of the Original Check with "HFS FCU Mobile Deposit" and the account number to which the Check will be deposited.

5. Image Quality

The Check Image transmitted using the Mobile Deposit Service must be legible. The image quality must comply with the requirements established from time to time by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and any applicable regulatory agency, clearinghouse or association.

6. Confirmation of Receipt of Image

After HFS FCU has received the Check Image through the Mobile Deposit Service, you will be presented with a confirmation that HFS FCU has received the Check Image and that your deposit is pending. Log on to HFS Online Banking or Mobile Banking to confirm that the Check Image has been posted to the correct account for the proper amount. Confirmation of receipt of the Check Image and posting to your account does not mean that the image file was error free or complete, nor that funds are available for withdrawal, nor that HFS FCU has received payment from the issuer of the Check. All deposits are subject to verification and may be adjusted

upon review. HFS FCU reserves the right to reject any Check Image without any liability to you or anyone else. HFS FCU is not responsible for any image that is altered, damaged or dropped during transmission.

7. Safekeeping and Subsequent Destruction of Original Check

After you have submitted the Check Image for mobile deposit, keep the Original Check in a safe place so that it is not improperly deposited elsewhere. HFS FCU suggests that you add to the front of the Original Check, "deposited to HFS FCU" and the date of deposit for easier tracking. We suggest you retain the Original Check for at least thirty (30) days after it has posted to your account. Until such time, you must provide HFS FCU with the Original Check within one business day if requested. After destruction of the Original Check, the image will be the sole evidence of the Original Check.

8. Maximum Deposit Limits through Mobile Deposit Service

You agree that the maximum amount that you will deposit through the Mobile Deposit Service will not exceed a daily limit of \$5,000 per business day (measured from 8:00 pm ET to 8:00 pm ET of the following business day). The daily limit is an aggregate amount that applies to all accounts for which you are an authorized signatory. Amounts in excess of \$5,000 may be deposited at any HFS FCU branch.

9. Date of Deposit and Funds Availability for the Mobile Deposit Service

In most cases, a Check deposited through the Mobile Deposit Service on a business day prior to 8:00 pm Eastern Time (ET) will be processed on the same business day and deposited to your account that day. Checks deposited after 8:00 pm ET will be processed on the next business day. HFS FCU may change the cut-off time at its discretion.

Funds availability for Mobile Deposits is governed by special rules. In most cases, the funds will be made available to you on the next business day following the business day of mobile deposit. Credit is provisional. You remain responsible for any funds credited to your account if the Check is returned unpaid for any reason at any time, irrespective of when the funds are made available to you. HFS FCU reserves the right to reject or delay processing of any Check deposited through the Mobile Deposit Service. Similarly, HFS FCU may delay the availability of funds deposited through the Mobile Deposit Service.

To avoid delay, you may go to any HFS FCU branch to deposit the original Check instead of using the Mobile Deposit Service. You may contact any HFS FCU branch for information regarding deposits and availability.

10. Processing of Checks Using the Mobile Deposit Service

HFS FCU is not required to inspect or verify the Check Image to determine its accuracy, legibility, quality, MICR information, or any other matter. HFS FCU may

contact the drawer of the Check to verify its validity, but HFS FCU has no duty to do so.

HFS FCU may determine the method used to process, clear, present for payment, and collect the Check, and may select clearing agents, in HFS FCU's sole discretion. You agree to be bound by any clearinghouse agreements, operating circulars, image exchange agreements and other agreements to which HFS FCU is a party.

11. Nonpayment of Checks; Return Items

HFS FCU may charge the amount of the Check against your account if payment is not received, if payment is reversed, or if the Check is dishonored or returned at any time, and has all rights of setoff and to security interests applicable to your account.

HFS FCU will send you an Image Replacement Document (IRD) of the Check as the charged-back item, or may attempt to re-present the Check. Applicable Returned Item Fees will apply.

To redeposit a dishonored mobile-deposited Check, please take the IRD of the Check to a HFS FCU branch. Applicable fees may be assessed each time a Check is dishonored. See HFS FCU's Schedule of Fees and Charges, which is available online at <https://www.hfsfcu.org>.

12. Cancellation of a Mobile Deposit

You shall have no right to cancel any mobile-deposited Check after its receipt by HFS FCU. However, HFS FCU may be able act on your request to cancel the deposit, but shall have no liability if such cancellation is not implemented or completed. You agree to indemnify, defend and hold HFS FCU harmless for any expenses, losses, or damages incurred in connection with your request.

13. Warranties; Indemnification; Liability

In addition to the warranties and representations in section 3 above, you warrant and represent that:

- You are the holder of original Check and are entitled to enforce it;
- You have not and will not assign or transfer the Check to anyone other than HFS FCU;
- The images and information that you transmit accurately represents all of the information on the front and back of the original Check, including all endorsements;
- You have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or

that otherwise may prevent the capture or processing of such information;

- You make all warranties that would otherwise apply to the Check if it had been a paper item deposited to HFS FCU;
- You make all encoding, transfer, presentment and other warranties that HFS FCU or any correspondent bank are deemed by law to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearinghouse rule, image exchange network rule, or agreement to which HFS FCU or the corresponding bank is a party;
- The Check satisfies all the requirements set forth in this Agreement;
- You are using the Mobile Deposit Service in good faith, in compliance with all applicable law, without any malicious code or other potentially damaging capabilities;
- HFS FCU will not sustain a loss because you have used the Mobile Deposit Service to deposit a Check;
- No file that you transmit contains any virus;
- You will not permit any third party to use the Mobile Deposit Service to deposit Checks to your account; and

You specifically agree that by using Mobile Deposit Services, you give HFS FCU the same warranties and indemnities that HFS FCU, as a reconverting bank, would give under applicable law or regulation. You agree that all of the warranties deemed given by a depositor of a check to a bank under the Hawaii Uniform Commercial Code ("UCC") shall also apply to the Check Image, the same as if it were a paper check within the meaning of the UCC as adopted by the State of Hawaii.

Accordingly, except to the extent that any warranties deemed given under the UCC are expressly superseded by the Check 21 Act or the Check 21 regulations under Regulation CC, you give HFS FCU all the same warranties you would have given under the UCC for the deposit of an original Check by transferring to HFS FCU : (a) the Check Image; (b) any Image Replacement Document or other item purporting to be a Substitute Check (as defined in Regulation CC); or (c) any electronic image that purports to represent an original Check. The above warranties are deemed given to HFS FCU and any person to whom HFS FCU transfers, presents or returns any Check image, or any replacement therefor created by HFS FCU or any subsequent person.

14. Your Indemnification to HFS FCU; Limitations to HFS FCU's Liability to You

To the full extent permitted by law, you agree to indemnify, hold harmless and defend HFS FCU for any loss it suffers related to a Check that is submitted for deposit to any of your HFS FCU accounts using the Mobile Deposit Service, or for

any breach of warranty, or any violation of the terms and conditions of the Mobile Deposit Service.

HFS FCU will not be liable for any damages that arise, directly or indirectly, in whole or in part, from any of the following:

- Any error, failure or delay in the transmission or delivery of data, records or Checks;
- Any difficulty with the Check image, file, or other transmission;
- Any nonpayment or return of any Check.