

LAFCU
Mobile Banking and Remote Deposit Agreements

This Agreement governs your use of Mobile Banking services and Remote Deposit services provided to you by LAFCU.

MOBILE BANKING TERMS AND CONDITIONS

For purposes of this Agreement, Mobile Banking means the financial services that LAFCU makes available, and to which you have access, using a wireless handheld device such as a cell phone, PDA, or tablet and includes, by way of example and not limitation, mobile web banking and banking initiated by means of a downloadable application.

Your use of Mobile Banking is subject to this Agreement and to the following, all of which are considered part of this Agreement:

1. Terms or instructions appearing on LAFCU's website and elsewhere when enrolling for, activating, accessing, or using Mobile Banking;
2. LAFCU's rules, procedures and policies, as amended from time to time, that apply to Mobile Banking or any Account you maintain with LAFCU;
3. Current rules and regulations, if any, of any funds transfer system or payment system used in connection with any Account; and
4. State and Federal laws and regulations, as specifically applicable.

In addition, each Account will continue to be subject to the Membership Agreement applicable to such Account. If this Agreement conflicts with the separate agreement to which an Account is subject, then this Agreement will control and take precedence, unless this Agreement expressly states otherwise.

USING A DOWNLOADABLE APPLICATION

Ownership. You acknowledge and agree that a third party provider to LAFCU, if applicable, is the owner of all right, title and interest in and to the downloadable software, the computer programs contained therein, and any accompanying user documentation (collectively called the Software).

License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

Disclaimer of Warranty. The software is provided on an as is and as available basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No warranty is provided that the software will be free from defects or viruses or that operation of the software will be uninterrupted. Your use of the software and any other material or services downloaded or made available to you through the software is at your own discretion and risk, and you are solely responsible for any damage resulting from their use.

Limitation of Liability. To the maximum extent permitted by applicable law, in no event will LAFCU, the provider of any financial services available through or related to the software, any of their contractors or providers or any of each of their affiliates be liable for any damages arising out of the use or inability to use the software, including but not limited to any general, special, incidental or consequential damages, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which any claim is based. In any case, liability of LAFCU or any of the other persons or entities described in the preceding sentence arising out of the use or inability to use the software shall not exceed in the aggregate the lesser of \$10.00 or the sum of the fees paid by you for this license.

Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning Mobile Banking. This Agreement will be governed by and construed in accordance with the laws of the state of Michigan, excluding that body of laws pertaining to conflict of laws. The parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

Content and Services. Neither LAFCU nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither LAFCU nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

REMOTE DEPOSIT TERMS AND CONDITIONS

Remote Deposit provides you the ability to access and make deposits to your designated eligible Accounts using either the Software referenced above or a home scanner and personal computer. Remote Deposit is designed to take advantage of the Check Clearing for the 21st Century Act and its regulations (collectively, Check 21). Remote Deposit enables you to use a compatible handheld device or home scanner to capture an image of original paper checks (Original Checks) that are drawn on or payable through U.S. financial institutions (each a Check Image) and to electronically submit the Check Image and associated deposit information to LAFCU from your home or other remote locations for deposit into a designated eligible Account for collection thereafter by LAFCU. A Check Image submitted to LAFCU electronically for deposit is not deemed received until LAFCU accepts and confirms receipt of your Check Image deposit.

Your use of Remote Deposit is subject to these requirements:

1. You must have or acquire and maintain a compatible handheld device and a wireless plan from a compatible wireless carrier.
2. You must qualify, and LAFCU must approve, your eligibility.

You may scan and submit Check Images for deposit to LAFCU within the dollar limits (Deposit Limits) established for you by LAFCU. LAFCU reserves the right to limit the frequency and dollar amount of deposits submitted through Remote Deposit. If you exceed the Deposit Limits established for you, LAFCU may in its sole discretion accept or refuse the Check Image deposit. If at any time LAFCU accepts a Check Image deposit that exceeds your Deposit Limits, LAFCU will have no obligation to do so in the future. LAFCU may at any time at its sole discretion raise or lower your Deposit Limits.

By requesting access to Remote Deposit, you authorize LAFCU to provide you with access to all of the Share Accounts eligible for Remote Deposit, which are a Primary Savings Account or a Checking Account and other Accounts as may be eligible in the future.

Scanning and submitting Check Image deposits does not constitute approval of the deposit by LAFCU. Generally, Check Image deposits received prior to 5:00 PM Eastern Time are posted to your account on the Business Day of receipt. Any Check Image deposit that requires review or that is received after 5:00 PM Eastern Time or on Saturdays, Sundays, federal holidays, Good Friday, Friday after Thanksgiving, Christmas Eve and New Year's Eve will be posted on LAFCU's next Business Day. Acknowledgment that your Check Image deposit has been received by LAFCU does not mean that the Check Image deposit was received error free.

You agree that you will use Remote Deposit to scan only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with LAFCU. All other items may be deposited by alternate methods such as in person or by mail.

You understand that LAFCU is not obligated to accept for deposit any Check Image that LAFCU in its sole discretion determines to be ineligible for Remote Deposit. Ineligible items include: Check Images of items drawn on banks located outside the United States, Check Images that are illegible, images of checks previously converted to Substitute Checks as defined by Check 21, and Check Images with unreadable MICR information. The quality of any Check Image must comply with the requirements established from time to time by any regulatory agency, clearing house or association. You acknowledge and agree that even if LAFCU does not identify a Check Image as ineligible, the Check Image may be returned to LAFCU because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. LAFCU's failure to identify a Check Image you transmit to LAFCU as ineligible shall not preclude or limit your obligations.

You agree to be responsible for safekeeping and destruction of original items which are scanned, transmitted electronically and deposited using Remote Deposit and indemnify and hold LAFCU harmless from any liability with respect to (i) the safekeeping, use or destruction of the original items after they are scanned, transmitted and deposited electronically, or (ii) for any Items being submitted for deposit or presented for payment more than once. There are no laws or regulations that state how long original items should be retained prior to destruction; therefore, retention timeframes are set at the Member's discretion. You are responsible if an Original Check is misused following submission by Remote Deposit.

You make the following representations and warranties:

1. You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time you scanned the Check Image.
2. You shall submit to LAFCU only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.
3. You shall endorse your checks with your signature, and the following restrictive endorsement; "For LAFCU Mobile Deposit". Failure to endorse your checks in this manner may result in the item(s) being rejected.
4. You shall be responsible for safekeeping or destruction of the Original Checks as stated above.
5. You shall not submit to LAFCU or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account with LAFCU or which you previously submitted to and was accepted by any other person or entity for deposit.
6. You shall not deposit into your Account with LAFCU or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to LAFCU, unless following receipt of your submission, LAFCU notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.
7. You shall indemnify, defend, and hold LAFCU and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Image, Substitute Check, or Original Check processed through Remote Deposit as described above.
8. You shall use Remote Deposit only for your own personal use in accordance with the terms of this Agreement. You shall not make Remote Deposit available or transfer your rights to use Remote Deposit for the benefit of any third party.

LAFCU will acknowledge receipt of your Check Image deposit submitted through Remote Deposit and notify you if a Check Image is not eligible for deposit. LAFCU's ability to provide Remote Deposit is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and LAFCU's response. LAFCU shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of Remote Deposit, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within LAFCU's control. All fees and charges stated in the Truth in Savings Rate and Fee Schedule will remain in effect when you access your Account using Remote Deposit.

Disclaimer of Warranties. You agree your use of Remote Deposit 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. LAFCU disclaims all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. LAFCU makes no warranty that Remote Deposit (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results obtained from Remote Deposit will be accurate or reliable, and (iv) that any errors in the services or technology will be corrected. In no

event will LAFCU be liable to you for any consequential, incidental, or indirect damage arising out of the use, misuse or inability to use Remote Deposit or for any loss of data, even if LAFCU has been advised of the possibility of such damage.

You agree that LAFCU may provide you with all disclosures, notices, and other communications about Remote Deposit, and any future amendments, changes, or additions to this Agreement in electronic form. At your request, LAFCU agrees to provide you with a paper copy of this Agreement by calling 517-622-6600. Your consent to receive notices and updates in electronic form only will apply for as long as you use Remote Deposit. You may withdraw your consent to receive electronic communications at any time by calling 517-622-6600. This Agreement may be downloaded at lafcu.com.

LAFCU may amend or change the terms and conditions stated in this Agreement (including changes in the fees and charges hereunder) by giving notice to you as required by law or regulation. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of Remote Deposit or the safety of LAFCU's relationship with you or is otherwise required immediately by law or applicable regulation.

The following provisions are applicable to sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not consumer accounts and are not maintained primarily for personal, family, or household purposes:

1. LAFCU is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by Remote Deposit or the use of Remote Deposit except as otherwise expressly provided for in this Agreement or by applicable law. You are responsible for any unauthorized use of Remote Deposit and any loss or damages incurred due to the unauthorized access to your Accounts.
2. If any person with authorized access through Remote Deposit is no longer authorized, it is your responsibility to notify LAFCU. LAFCU shall not be liable or responsible to you for any transactions conducted by any person whose authority to conduct transactions is no longer in effect until LAFCU is expressly notified.

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LAFCU
Electronic Fund Transfers Agreement & Disclosure

This defines your rights and responsibilities with respect to electronic transactions. You agree to abide by this disclosure, your Membership Agreement with us, and all rules, regulations and instructions of the Credit Union and the networks relating to the use of any card or access device as amended, modified or revoked. The current Membership Agreement is available upon request from any LAFCU office. In addition to the rules set forth herein, Automated Clearing House (ACH) transactions are governed by the rules of the National Automated Clearing House Association (NACHA) except as expressly provided otherwise in this disclosure.

Transfer Types by ATM, Telephone, or Internet: You may (a) transfer funds between your checking and savings accounts whenever you request; (b) make deposits to your checking and savings accounts; (c) pay bills directly by ACH, telephone or internet from your checking and savings account in the amounts and on the days you request; (d) obtain account information related to any of your savings and loan accounts such as current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions; (e) request advances on your personal or home equity line of credit loans and deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account; and (f) withdraw funds from savings, checking and line of credit accounts by cash in person or check made payable to you and mailed to you at your mailing address. Some of these services may not be available at all ATMs. If we approve your application for a debit card, you may use your card to purchase goods and services anywhere participating merchants honor your card. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check or debit card to (1) pay for purchases; (2) pay bills. These payments may be one-time occurrences or may reoccur as directed by you.

Stop Payment Order of Preauthorized Payments: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Contact us via the methods listed below in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. The oral stop payment order shall cease to be binding 14 days after it has been made. If you order us to stop a preauthorized transfer in writing 3 business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages. If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment differs by more than a certain amount from the previous payment, or when the amount falls outside certain limits that you set.

Documentation: You can print a receipt at the time you make any inquiry or transfer to or from your account on home banking, at an ATM, or point of sale terminal. If the amount of the transfer or withdrawal is \$15 or less, a receipt may not be available. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 517-622-6600 to find out whether or not the deposit has been made. You will get a monthly account statement unless there are no electronic fund transfers in a particular month. In any case you will get the statement at least quarterly.

Business Days: LAFCU's business days are Monday through Friday, except for federal holidays, Good Friday, Friday after Thanksgiving, Christmas Eve and New Year's Eve. Saturday and Sunday are not business days.

Fees and Limitations: Except as may be disclosed on the Truth in Savings Rate and Fee Schedule, we do not charge for electronic fund transfers. However, a fee may be imposed (a) by an ATM operator when you initiate an EFT or make a balance inquiry, and (b) by any network used to complete the transaction. The limitation on the number of deposits made daily at any ATM are disclosed on the Rate and Fee Schedule.

Contact Information: Contact us at 517-622-6600 or write to LAFCU, Member Services, P.O. Box 26188, Lansing, MI 48909 (1) in the event of an unauthorized transfer, lost or stolen Access Device; (2) to place a stop payment order on a preauthorized payment; (3) to obtain a copy of LAFCU's Truth in Savings Rate and Fee Schedule. After hours, call (1) 800-754-4128 for lost or stolen ATM or MasterCard debit card; (2) 800-449-7728 for lost or stolen credit card.

Member Liability for Unauthorized Transactions: Tell us at once if you believe your Access Device has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone uses your Access Device without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Access Device and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by your Access Device or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances cause a delay in notifying us, we may extend the times specified to a reasonable period.

MasterCard Zero Liability Protection for Unauthorized Use: Effective October 17, 2014, MasterCard provides Zero Liability on all transactions conducted with a MasterCard-branded card, including PIN-based transactions at Point of Sale (POS) and ATM machines. A cardholder will not be responsible for an unauthorized transaction, as long as the cardholder has exercised reasonable care in safeguarding the card from risk of loss or theft, and, upon becoming aware, promptly reports the loss or theft to LAFCU. The rule will continue to apply to cards issued for small business programs, but not to other commercial cards. In the case of a prepaid card, the rule applies once the cardholder's identity has been registered with LAFCU.

Member Liability: If a MasterCard cardholder does not report the unauthorized use promptly, the cardholder could have up to \$500 liability if the loss is not reported within two days of discovery or unlimited liability of the unauthorized transaction if not reported within 60 days of when the unauthorized transaction was reported on a periodic statement.

Our Liability: If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, (1) if through no fault of ours, you do not have enough money in your account to make the transfer, (2) if the transfer would go over the credit limit on your overdraft line, (3) if the ATM where you are making the transfer does not have enough cash, (4) if the ATM was not working properly and you knew about the breakdown when you started the transfer, (5) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.

Confidentiality: We will disclose information to third parties about your account or the transfers you make where it is necessary for completing transfers; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders; or if you give us your written permission.