



ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

In order to obtain any electronic services, you must open and maintain a Prime Share (Savings) Account or an HSA, and additional account(s), as applicable. In order to obtain Online Bill Pay service, you must open and maintain a Checking Account, and provide an email address. All charges associated with our electronic fund transactions are disclosed in our personal and business fee schedules.

RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all transactions you make with an Online Bill Pay transaction or that you authorize another person to make. You understand that if you disclose your username and password to anyone, they will have access to all accounts identified by your account number. You are responsible for all transactions made by another person when you voluntarily give them your username and password. If the account is a joint account, all transactions involving the account are binding on all Account holders.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will be issued a monthly account statement reflecting all of your transactions, unless there is no electronic or ACH activity in a particular month. In any case, you will be issued a statement at least annually. Depending on the terminal, merchant or financial institution utilized at the time you make a purchase or obtain cash, you will receive or may choose to receive, a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly, quarterly, or annual statement from the Credit Union.

SEVERABILITY

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

ADDRESS AND TELEPHONE NUMBER CHANGE

Keep the Credit Union informed of your current physical home address, mailing address, email address, and phone number(s) to insure receipt of your statements and any correspondence or communication from the Credit Union. Returned undeliverable mail or email is subject to a fee as stated in the fee schedule.

TERMINATION

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of Online Banking/Bill Pay access with or without cause. We may do so immediately if:

- You or any authorized user of your Online Banking/Bill Pay or account breaches this or any other agreement with the Credit Union;
- We have reason to believe there has been, or might be, an unauthorized use of your Online Banking/Bill Pay or account;
- You or any authorized user cause a loss to the Credit Union or do not keep your obligations; or
- You or any authorized user of your Online Banking/Bill Pay or account requests that we do so.

WAIVER OF RIGHTS

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

WHO IS BOUND BY THIS AGREEMENT

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Disclosure and Agreement.

Additional Disclosures Applicable to Online Banking

SETTING AND SOFTWARE REQUIREMENTS

Online Banking has been tested and is verified to function with the following Internet browsers:

- Microsoft Internet Explorer version 9.x+ (Windows Vista SP2, Windows 7 SP1 or higher)
- Firefox 37.0.x + (Windows Vista SP2, Windows 7 SP1 or higher, MAC)
- Google Chrome 42.0x+ (Windows Vista SP2, Windows 7 SP1 or higher, MAC)
- Safari 7.1.5+ (MAC)

To ensure proper functionality of Online Banking, the following browser versions and settings are advised:

- The browser must be SSL 3.0 compatible. Version 9.x+ or higher of Internet Explorer satisfies this requirement.
- The browser must be configured with "accept cookies" enabled for the SSL security feature to work. This feature is typically managed in the browser's setup properties.
- Ensure your browser has a cipher strength of 128 bit encryption.
- Popups are used to access eStatements, check images, and Bill Pay.

Adobe Reader software version 11.x+ is required to view eStatements. Add www.4frontcu.com to your trusted/allowed websites on your PC. For maximum security, always use the latest version of a browser.

ONLINE BANKING ACCESS

The Credit Union provides you with access to your account over the Internet via Online Banking. This product and any of its features are made available to authorized users under conditions described in this document, and in terms of agreements required when using, or enrolling into each separate feature such as Online Banking and Online Bill Pay. Access to these services is a privilege and may be revoked at any time without any prior notice in the event of suspicion of fraud as determined by the Credit Union staff or reported by you.

YOUR EMAIL ADDRESS

An Internet email address is required to access Online Banking, eStatements and Bill Pay. It is your responsibility to maintain the most current address in Online Banking. We may remind you of an invalid email address on file as you log into Online Banking. We may disable your access to Online Bill Pay and reset your statement delivery selection to paper statements if a valid email address is not provided. A service fee may be charged to your account for handling of returned undeliverable emails as stated in the fee schedule.

We will use the primary Online Banking email address to notify you:

- Of any exceptions that occurred when processing your Online Bill Pay payments.
- When your statement or notice is available online.
- Of any account related promotions and additional information.

ESTATEMENTS AND ENOTICES

You may enroll and unenroll in eStatements at any time from the appropriate menu in Online Banking. When you enroll in eStatements, you will automatically begin receiving notices electronically. When you unenroll in eStatements, notices will revert to paper notices.

YOUR ONLINE BANKING PASSWORD

Your account number or user identification and Online Banking username and password are required for Online Banking access. You are responsible for securely maintaining your account number or user identification and Online Banking password. You are responsible for transactions by you and your authorized users. Unauthorized or suspicious account access should be reported immediately. An automated email notification is generated each time a new password is requested via Online Banking. When setting up or updating your password, we strongly suggest the use of both alpha and numeric characters. Avoid words that can be found in any personal identification documents or the dictionary. We also recommend that you routinely change your password for additional protection.

MULTI-FACTOR AUTHENTICATION

In order to make your online banking experience as secure as possible, and to comply with federal regulations, we utilize a security feature called "Multi-Factor Authentication" that watches for uncharacteristic or unusual behavior involving your account. This security system is available to all of our members. Expect to be prompted at some point while banking online to enter additional information. This may include requesting a secure access code. Upon completion of this process, you have created an additional layer of protection to your account.

TRANSACTIONS AVAILABLE

You may use Online Banking service to perform the following transactions:

- Obtain account/loan balance information.
- Obtain loan payment due date and payoff information.
- Obtain last dividend date and amount through account history.
- Verify payments of specific checks.
- Transfer funds from your Checking, Savings and/or Lines of Credit Accounts.
- Download transaction information to personal financial management software.
- Make loan payments.
- Pay bills through Online Bill Pay from your 4Front Credit Union Checking Account.
- Perform an External Account Transfer to or from your 4Front Credit Union account to or from an account at another financial institution.
- Other features as added.

Additional Disclosures Applicable to Consumer Online Bill Pay

4Front Credit Union's Online Bill Pay is made available to you under guidelines described in this document and via the online enrollment disclosure. You authorize the Credit Union to charge your designated Checking Account or Health Savings Accounts for any transactions processed through the use of Online Bill Pay, including all charges as shown in the fee schedule. This service may be revoked at any time by the Credit Union and any payments scheduled may be cancelled at any time without any further notification in the event of misuse, fraud, abuse and/or any other violations of regulations described in this Agreement.

The Credit Union reserves the right to refuse to make any payments. The Credit Union also reserves the right to screen payee data and reject a payee record or a payment as mandated by Federal or other law. The Credit Union will notify you of any such refusal within three (3) business days following receipt of your process date.

YOUR PAYEE RECORDS

Payee records are created by you and include all the necessary data to make your payment, such as the payee name, address, telephone number, and account number.

You may add and edit payees within Online Bill Pay. The Credit Union may update these records without any further notification to correct errors or update account information as provided by the payee in order to process your payment. A payee record will indicate the processing

method of "Check" or "Electronic".

It is your responsibility to properly maintain your payee information. The Credit Union is not responsible if a Bill Pay payment cannot be processed by the payee and/or is misrouted due to invalid, incomplete, or outdated payee information provided by you.

Online Bill Pay may be used to make payment to payees within the United States, Puerto Rico and its territories.

SCHEDULING A PAYMENT

Payments can be scheduled to any payee on your account from any Checking Account or Health Savings Account at the Credit Union. You can schedule payments at any time with a maximum per payment limit of \$10,000.00. Payments are scheduled on the date you wish the funds withdrawn from your account, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by 4Front Credit Union, is currently 2:00pm EST. These withdrawal dates are limited to Monday through Friday, excluding an observed Federal Holiday.

Each payee record contains an indicator on the payment method of "Check" or "Electronic". It is your responsibility to allow sufficient days from the withdrawal date for check or electronic payments to be received and processed by your payee. It may take one (1) to two (2) business days for electronic payments and up to seven (7) business days for check payments to be received and processed by your payee. At times, check payments may be delayed by the payee processor. The Credit Union will not be responsible for such delays.

The Credit Union may restrict your account from scheduling further payments in the event you have a delinquent loan or your account fails to comply with guidelines specified within this document.

Bill Pay checks are void after ninety (90) days from the issue date. We may from time to time send you an email notification reminder whenever a check payment had not cleared. You are responsible for any late payments, late fees, interest payments and service fees charged by your payee(s) and for allowing sufficient time for bill payments to be processed so that funds can be delivered to the payee on or before the due date.

The Online Bill Pay service provider is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee in accordance with this Agreement. The Credit Union and the Online Bill Pay service provider are not liable for any damages you incur if you do not have sufficient funds in your designated Checking Account or Health Savings Account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of payee address or account number, the failure of any payee to credit the account correctly for the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union or the Online Bill Pay service provider.

EDITING OR CANCELLING A PENDING PAYMENT

You may edit or cancel any one time or recurring pending payment via Online Bill Pay prior to the payment withdrawal date. You may not edit or cancel a payment after we have withdrawn the funds from your account.

BILL PAYMENT WITHDRAWALS

Scheduled payments will be withdrawn from your account at approximately 4:00 PM (EST) on the withdrawal date you have specified. From time to time, the Credit Union may withdraw payments from your checking account on the withdrawal date at any time prior to or after the above scheduled time of day.

It is your responsibility to have sufficient available funds for the payment to be processed, as well as any overdraft, Courtesy Pay, NSF or stop payment fees that may be charged by the Credit Union as a result of these transactions as disclosed in our Fee Schedule.

HANDLING OF PAYMENT EXCEPTIONS

An automatic email notification will be sent to the primary email address on file whenever a payment cannot be processed as requested. In all cases, you are responsible for either making alternate arrangements for the payment, or rescheduling the payment through the Bill Pay service. Insufficient available funds will prevent the Credit Union from making more payments until resolved. You authorize the Credit Union, and any third-party acting on the Credit Union's behalf, to choose the most effective method to process your payments.

The status of your payments can be viewed via the Online Bill Pay history page. It is your responsibility to:

- Maintain your email address
- Review email notifications from the Credit Union Online Banking or Online Bill Pay
- Review the status of your payments via the Online Bill Pay history page
- Make necessary arrangements with payees for the handling of late fees, making late payments or restoring service cancellations

Some of the payment exception reasons may include, but are not limited to, a closed account, a delinquent loan and/or non-sufficient funds.

Payments may be returned to the Credit Union due to an invalid mailing address or payment data. These payments will be refunded back to your account. An email notification will be sent to the address on file notifying you of any returned payments.

We may from time to time, attempt to validate the payment data with the payee and resend the payment on your behalf. A service fee will be charged to your account for handling returned payments as disclosed. For additional information, please review the fee schedule.

TRANSACTIONS AVAILABLE

You may use Online Bill Pay to perform the following transactions:

- Add/Edit Payees. "Payees" refers to the entity to which you pay bills. The payee can be a company, organization or individual. The

Add/Edit payee feature allows you to add, edit, or delete information on your personal list of payees.

- Make nonrecurring payments from a Checking Account or Health Savings Account. This feature allows you to schedule one time payments to payees and enables you to specify the amount of the payment and the processing date.
- Make recurring payments from a Checking Account or Health Savings Account. This feature allows you to schedule recurring payments to payees, and enables you to specify the amount of the payment and the processing date.
- View History. Viewing history permits you to see payments made over a specified time period.

MISCELLANEOUS NOTIFICATIONS

An automated notification may be sent to the primary email address on file based on alerts selected through your Bill Pay account including, but not limited to, the following:

- A new payee is edited or added
- A large dollar transaction is scheduled and/or made
- A recurring payment has reached the last scheduled date

It is your responsibility to review email notifications and report any inaccurate or suspicious activity by calling 800.765.0110 or 800.638.1182 during business hours.

SERVICE AND MAINTENANCE

From time to time, the Credit Union may disable the Online Bill Pay service without prior notice for scheduled maintenance and upgrades to the system. The Credit Union will typically display a message on its home page notifying users of any scheduled down time.

LIMITATIONS

It is strongly recommended that Bill Pay not be used to make payments to some types of payees, as they may not accept checks from Bill Pay service providers and/or may assess penalties (both monetary and civil/criminal) penalties for late payments. The Credit Union will not be held liable under any circumstances for payments of the following nature:

- Tax payments (IRS, Franchise Tax Board, and Tax Assessor)
- Court ordered payments
- Security trade purchases
- Child support payments
- Payments outside of the United States

The Credit Union may cancel pending payments scheduled from a closed account without any prior notice.

STOP PAYMENT

You may request a stop payment on an Online Bill Pay check if the payee has not negotiated the check. A service fee may be charged to your account for a stop payment request as stated in the fee schedule. To place a stop payment, please call 866.812.5979 during business hours, or you may submit your request online by clicking on the specific payment from Bill Pay history, selecting the option to stop payment and submitting the email inquiry form.

If you wish to cancel the Bill Pay service feature, please call 800.765.0110 or 800.638.1182, or notify the Credit Union in writing at 4Front Credit Union, PO Box 795 Traverse City, MI 49685-0795, Attn: Bill Pay Services Department.

You are responsible for all payment instructions made prior to termination and for all other applicable charges and fees. You must cancel all outstanding payment orders with the payee(s) before notifying the Credit Union to terminate this service feature. This Agreement, any user's manual, and the applicable fees and charges may be amended by the Credit Union in the future. In the event of amendment, we will send notice to you either by mail to your last known address or transmit such notice of the amendment over Online Banking. Your use of the Online Bill Pay service feature following receipt of such notice constitutes acceptance of such amendment.

Additional Disclosures Applicable to Business Online Bill Pay

You may use 4Front Credit Union's Bill Pay service to direct the Credit Union to make payments from your Business Checking Account to the Payees you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures, and other documents in effect from time to time. All charges associated with our electronic fund transactions are disclosed in our Fee Schedule.

SCHEDULING A BUSINESS BILL PAY PAYMENT

A single payment will be processed on the business day you designate as the payment's processing date (generally Monday through Friday, excluding an observed Federal Holiday), provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by 4Front Credit Union, is currently 2:00pm EST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekend and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

The system will calculate the **Estimated Arrival Date** of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

Please note that if your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of the month is used as the calculated processing date.

CANCELLING A BUSINESS BILL PAY PAYMENT

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

AVAILABLE FUNDS FOR BUSINESS BILL PAY

4Front Credit Union and the Online Bill Pay service provider are not liable for any damages you incur if you do not have sufficient funds in your Business Checking Account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of payee address or account number, the failure of any payee to credit the account correctly for the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union or the Online Bill Pay service provider.

LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your logon information; including but not limited to your username, password, and account number. If you want to terminate another person's authority to use Business Bill Pay, you must notify 4Front Credit Union and arrange to have your logon credentials changed. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. 4Front Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. 4Front Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a Payee for a bill payment. 4Front Credit Union is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the 4Front Credit Union's agent.

AMENDMENT

4Front Credit Union has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on 4Front Credit Union's records, by posting this notice in branches of Credit Union, posting this notice on the Credit Union website, or within the Credit Union online banking system, or as otherwise permitted by law.

TERMINATION

4Front Credit Union has the right to terminate this agreement at any time. You may terminate this agreement by written notice to 4Front Credit Union. 4Front Credit Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by 4Front Credit Union on your behalf.

External Account Transfer User Agreement

This External Account Transfers User Agreement ("Agreement") contains the terms and conditions for the use of 4Front Credit Union's External Account Transfers services that 4Front Credit Union ("4Front", "us," or "we") may provide to you as a Consumer or Business customer ("you," or "user").

4Front Credit Union reserves the right to refuse to make any payments. This service may be revoked at any time by 4Front Credit Union and any transfers scheduled may be cancelled at any time without any further notification in the event of misuse, fraud, abuse and/or any other violations of any applicable regulations or laws.

1. Description of Service. The External Account Transfer service enables you to request a transfer of funds: (1) from your eligible 4Front Credit Union account to a verified account at another financial institution, or (2) from your verified account at another financial institution to your eligible account at 4Front Credit Union. We utilize the ACH network to execute your external transfer requests. All requests must be made through 4Front Credit Union's online banking platform and are subject to the terms of your account agreement, this agreement, and applicable laws and regulations.

2. Authorization to Transfer Funds Using External Accounts Transfer Service. You hereby represent and warrant to 4Front Credit Union that you own each eligible 4Front Credit Union account, any accounts verified at another financial institution, and have full right and authority to all the funds on deposit therein. You authorize 4Front Credit Union to execute and charge your eligible 4Front Credit Union account, including any related fee, when your external account transfer requests are made in accordance with the procedures established by 4Front Credit Union. You understand and acknowledge that 4Front Credit Union has no obligation to execute any request for a transfer using external account transfer that is not initiated in accordance with such procedures. This authorization shall remain in full force and effect until you have informed us that you have revoked your authorization and we have a reasonable opportunity to act on it. You shall not hold 4Front Credit Union responsible for any acts or omissions made by the financial institution where your external verified account is held. You acknowledge and agree that when 4Front Credit Union originates a request for a transfer using the external account transfer service that 4Front Credit Union is acting as your agent. You agree to indemnify and hold harmless 4Front Credit Union.

3. Information Relied Upon by 4Front Credit Union. You acknowledge and agree that 4Front Credit Union is relying upon the information you provide in originating an external account transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names or

numbers or ABA numbers are your responsibility. You agree that 4Front Credit Union has no responsibility to investigate discrepancies between names and account numbers. 4Front Credit Union is not responsible for any losses as a result of incorrect information received from you.

4. Security Procedures. You agree that 4Front Credit Union will initiate an external account transfer request for you only after you access your eligible 4Front Credit Union account through its online banking service using your user name and password. 4Front Credit Union shall not be liable for any delay in processing if you fail to comply with this security procedure.

5. Verification of Accounts at the Other Financial Institution. After agreeing to this Agreement and providing any additional information requested, you may enroll accounts that you hold at other financial institutions in the external account transfer service. You authorize 4Front Credit Union to verify the account at the other financial institution through Micro Deposits. You authorize 4Front Credit Union to credit, and subsequently debit, your account at the other financial institution with Micro Deposits of a nominal amount. You will then be asked to verify the amount of each deposit made into the external account.

6. Timeframe. External Account Transfers can be expected to be available at your 4Front Credit Union within 1-2 business days. 4Front Credit Union does not guarantee the settlement date, and will not be responsible for any fees as a result of a later settlement date. A business day does not include Saturday, Sunday, or any Federal Holiday on which the Federal Reserve is closed.

7. Limits on External Account Transfers. The following limits on transfer amounts are calculated against all external account transfers. Daily External Account Transfer Limit - \$5,000.00, Monthly External Account Transfer Limit - \$15,000.00. Any exceptions to these limits will be done on a case-by-case basis, and only after intensive screening.

8. Rejection of an External Account Transfer Request. 4Front Credit Union reserves the right to reject any external account transfer request. You agree that 4Front Credit Union may cancel a transfer without prior notice. Such reasons for cancellation include, but are not limited to: insufficient funds, revoked authorizations, stopped payments, frozen accounts, or potential fraud.

9. Cancellation, Amendment, or Recall of an External Account Transfer. You may cancel or amend an external account transfer only if 4Front Credit Union received your request prior to the execution of the external account transfer request and at a time that provides 4Front Credit Union with a reasonable opportunity to act upon that request. If your external account transfer has been executed by 4Front Credit Union, you understand and agree that the request to recall or amend will be effective only with the voluntary consent of the financial institution holding the external account. 4Front Credit Union will not be liable to you for any loss resulting from the failure of the other financial institution to agree to recall or amend your external account transfer request.

10. Unauthorized External Account Transfers. You understand that if you think someone else has gained access to your credentials for online banking or an unauthorized external account transfer or other type of online transaction has been made from one of your accounts, you must notify 4Front Credit Union immediately. By providing prompt notice, you may limit your personal liability for unauthorized transfers. You understand that it is your responsibility to safeguard your credentials, and that sharing those credentials to a third party is strictly forbidden. Failure to properly protect your credentials may increase your liability for unauthorized transfers. 4Front Credit Union is not responsible for fraudulent account activity resulting from the negligent use of your online banking credentials.

11. Prefunding. You understand that 4Front Credit Union may prefund your external account transfer. 4Front Credit Union may withdraw the money from your account before the settlement date of the external account transfer in order to verify the funds are available prior to the external account transfer being initiated. If funds are not available for prefunding, then you agree that 4Front Credit Union will cancel your external account transfer, and it will be your responsibility to initiate the external account transfer again.

12. Governing Law. This Agreement shall be governed by the laws of the state of Michigan and by federal law, if applicable.

13. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Deposit Account Terms and Conditions or any other agreement with us.

14. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

15. DISCLAIMER OF WARRANTIES. YOU AGREE 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 THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

16. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF 4FRONT HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Mobile Check Deposit User Agreement

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of 4Front Credit Union's Mobile Check Deposit capture services that 4Front Credit Union ("4Front", "us," or "we") may provide to you as a Consumer or Business customer ("you," or "user").

1. Services. Mobile Check Deposit Service ("Service(s)") is/are designed to allow you to make deposits to any of your shares from home or other remote locations by scanning checks and delivering the images and associated deposit information to 4Front or 4Front's designated processor.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email, or on our website by providing a link to the revised Agreement or by an online secure message. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, 4Front reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by 4Front from time to time. See www.4frontcu.com for current hardware and software specifications. 4Front is not responsible for any third party software you may need to use the Services. Any such software is accepted by you "as is" and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use).

4. Fees. A fee may be charged for the Mobile Check Deposit Service. You are responsible for paying the fees for the use of the Mobile Check Deposit Service. Any fee that is charged will be disclosed prior to your deposit. We may change the fees for use of the Mobile Check Deposit Service at any time.

5. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to 4Front is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by 4Front's current procedures relating to the Services or which are otherwise not acceptable under the terms of your 4Front account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a check deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.

6. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits, and such limits may be subject to change without notice. These limits are available to view on www.4frontcu.com. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

7. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through Mobile Check Deposit Service with the signature of all payees and by designating the item as "For Mobile Deposit Only" or as otherwise instructed by 4Front. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

8. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted on a business day that we are open, we consider that day to be the day of your deposit. The funds deposited using the Services will generally be made available the third business day after the day of deposit (provided no additional hold is required). Deposits made on weekends and credit union holidays will not be considered received until the next business day. If a hold is placed on your deposit you will be able to see it in the Pending menu in Online or Mobile Banking.

9. Disposal of Transmitted Items. Upon your receipt of a confirmation from 4Front that we have received an image that you have transmitted, you

agree to maintain control over and be responsible for secure storage of the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to 4Front upon request.

10. Image Quality. The image of an item transmitted to 4Front using the Services must be legible, as determined in the sole discretion of 4Front. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by 4Front, the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

11. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from 4Front that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that 4Front is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

12. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. 4Front bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

13. Errors. You agree to notify 4Front of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable 4Front account statement is sent. Unless you notify 4Front within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against 4Front for such alleged error.

14. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in 4Front's sole discretion subject to the Deposit Account Terms and Conditions and applicable service terms governing your account.

15. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on www.4frontcu.com to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

16. Your Promises and Indemnification. You promise to 4Front Credit Union that:

- You will use the Service only for Paper Items that are payable to, and endorsed by, you.
- You will not transmit any ineligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of the check transmitted to 4Front is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.
- All information you provide to 4Front is accurate and true.
- You will comply with this Addendum and all applicable rules, laws and regulations in using this Service.

You agree to indemnify and hold 4Front harmless from any loss resulting from your breach of these promises.

17. Cooperation with Investigations or Audit. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions. We may periodically audit and verify your compliance with this Addendum. You agree to cooperate and provide information or documents, as may be reasonably requested by 4Front in the course of such audit.

18. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Deposit Account Terms and Conditions or any other agreement with us.

19. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

20. DISCLAIMER OF WARRANTIES. YOU AGREE 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 THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN

THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

21. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF 4FRONT HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

