TAUNTON FEDERAL CREDIT UNION
MOBILE™ DEPOSIT SERVICE AGREEMENT

Effective: July 1, 2026

This Mobile Deposit Service Agreement and Disclosure ("Agreement") sets forth the term and conditions for Taunton Federal Credit Union's Mobile Deposit Service. In this Agreement the words "you", "your" and "yourself" refer to the Member or anyone who applies for or uses the Mobile Deposit Service. The words "we","us"and "our" refer to Taunton Federal Credit Union.

Mobile Deposit is designed to allow you to deposit original checks ("checks") to your Taunton Federal Credit Union Checking Account(s) from remote locations by delivering digital images of checks and related deposit information to us or our processor using your Mobile Device. You must login to Online Banking and accept this agreement in order to enroll in the Mobile Deposit service.

Definitions.
Account - Any deposit account with Taunton Federal Credit Union.

Taunton Federal Credit Union Mobile™ Deposit Service (the "Service") - A service provided to members that uses a mobile device to electronically transmit a digital image of an original check for deposit.

Application - A delivery channel for various services, information, and other functions that can be added to an electronic device (a telephone, Tablet, or SmartPhone with camera).

Business Day - Every day we are open is a business day except Saturday, Sunday and Federal Holidays.

Electronic Item - The electronic image of each original check and other information captured from the check.

Member - An individual signer on a Taunton Federal Credit Union membership account.

Mobile Device - An electronic device that includes a cell phone, Tablet, or SmartPhone with camera that allows an application to be added.

Original Check - A paper check or other acceptable negotiable instrument.

Substitute Check - A paper check converted to a digital image and reprinted on paper that states it is a legal copy of your check and it can be used in the same way as an original check. A substitute check may be used as proof of payment just like the original check.

Requirements. To use Mobile Deposit, you must be enrolled in Online Banking and have an Account in good standing. Each image must provide all information on the front and back of the check at the time presented to you by the payer, including but not limited to;

- Information about the payer and the paying Financial Institution that is preprinted on the check.
- MICR information
- Signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check.

Image quality must meet the standards established by the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check. Your endorsement must include your signature, your member number and "FOR MOBILE DEPOSIT ONLY". Losses incurred from a delay or processing error as the result of an irregular endorsement will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Limits. Only one original check may be deposited at a time. Mobile Deposit transaction limits apply and are subject to change without notice. Deposits that exceed transaction limits will be rejected. Taunton Federal Credit Union reserves the right to change these limits at its sole discretion and without advance notice.

Eligible items. You agree to scan and deposit only checks drawn on Domestic Financial Institutions.

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

- Cash
- Checks payable to any person or entity other than yourself (Third Party Checks).
- Checks payable to yourself and another party who is not a Joint Owner on the account.
- Checks payable through a Foreign Financial Institution or in Foreign Currency.

- Checks that show evidence of alteration, or that you know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that are stale dated or postdated.
- Items stamped "non-negotiable".
- U.S. Savings Bonds

Receipt of Deposit. All images processed through Mobile Deposit will be subject to the terms and conditions outlined in our Membership Agreement & Disclosure. Once an image has been received, you will be notified via email. The image shall not be considered received or accepted for deposit until we have confirmed its receipt with you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

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

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

Original Checks. After you receive confirmation that we have received an image, you must securely store the original check for 30 days after it has been submitted to us and make the original check accessible to us upon our request within 5 business days. If not provided in a timely manner, such amount will be reversed from your account. You agree that you will not re-present the original check to any Financial Institution and understand that you are responsible if anyone is asked to make a payment based on a check that has already been paid. Once the 30 days has expired, you must mark the check "VOID" and destroy it. Once the original check has been destroyed, the image becomes the sole evidence of that check.

Returned Deposits. Any credit to your account for checks deposited using the Mobile Deposit service is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the paying Financial Institution, or are rejected or returned for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may chargeback the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, costs and damages or expenses caused by or relating to the processing of the returned item. Without our approval, you will not attempt to deposit or negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to the item or for any warranty claim related to the item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate version of the front and back of the original check, without alteration, and that the payer of the check has no argument against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or endorse the original check to a Third Party and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- You agree that you will not create or transmit duplicate images of the same check.
- You acknowledge that a check deposited through the Service may not be deposited by any other means.
- The original check was authorized by the payer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to present and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

You agree to indemnify and hold us harmless for any loss, damages, or expenses resulting from: (a) any breach of these warranties, or (b) any duplicate presentment of an item you deposited through the Service.

Duplicate Deposit. You agree that you will not deposit or otherwise negotiate the same original check through another channel (e.g., ATM, branch, or another financial institution) after depositing it through Mobile Deposit. You are responsible for any loss caused by duplicate presentment of any item.

Compliance with Law. You will comply with all laws, rules, and regulations applicable to the Member, to the business and operation of Taunton Federal Credit Union, and to the Taunton Federal Credit Union Mobile Deposit Service, including, without limitation, Federal Reserve Board Regulation CC, the Uniform Commercial Code and any rules established applicable to digital images. You shall have the responsibility to fulfill any compliance requirement or obligation that Taunton Federal Credit Union and/or you may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

Mobile Deposit Unavailability. The Mobile Deposit service may be temporarily inaccessible due to system maintenance or technical difficulties. In the event that the Mobile Deposit service is unavailable, you may deposit original checks at either of our branches or at one of our Deposit taking ATMs.

Service Fees. The Mobile Deposit service is provided at no cost to you. Should we decide to charge a fee for this service in the future, we will notify you 30 days prior. You agree to pay the service fee and will be required to designate an account at Taunton Federal Credit Union from which the service fee will be debited. Any service fees charged by your mobile carrier are solely your responsibility and not the responsibility of the Credit Union.

Funds Availability. Funds deposited through Mobile Deposit are subject to the Credit Union's Funds Availability Policy, as amended from time to time. The Credit Union may delay availability of funds deposited through Mobile Deposit beyond the time periods applicable to deposits made in person. For complete details, please refer to the Funds Availability Policy Disclosure provided to you at account opening and available upon request

Business Days. Our business days are Monday - Friday, with the exception of Federal Holidays.

Mobile Deposit Security. You agree that your mobile device will remain securely in your possession until each deposit has been completed. You will notify us immediately by telephone at (508)824-6466 if you learn of any loss or theft of any of the original checks. You agree to ensure the safety of original checks from the time of receipt until the time of destruction.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy and validity of the image. You are solely responsible if you, either intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if your Mobile Deposit account is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

You also agree that you will not modify, change or alter the technology or Service, copy or replicate all or any part of the technology or Service; or interfere with the technology or Service.

Security and Device Risk. You are responsible for maintaining appropriate security controls on your mobile device, including passcodes, biometric authentication, and updated software. We are not responsible for losses resulting from malware, unauthorized access, or interception of data transmitted from your device.

Indemnification Obligation. You will indemnify, defend, and hold harmless Taunton Federal Credit Union, its affiliates and each of their respective directors, officers, and employees from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):

- Any material breach in a representation, warranty, covenant, or obligation of you contained in this Agreement;
- The violation of any applicable law, statute, or regulation in the performance of your obligations under this Agreement;
- Taunton Federal Credit Union acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of “substitute checks” or purported substitute checks using an Electronic Item or an illegible Electronic Item;
- Our presenting to Paying Bank an Electronic Item for payment; and

Termination. Yourself or the Credit Union may terminate the Service at any time. Taunton Federal Credit Union reserves the right to suspend or terminate your access to the Service immediately, without prior notice, if we suspect fraud, unauthorized activity or any violation of this Agreement.

Right To Audit. We may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by the Credit Union in the course of such audit.

Periodic Statements. Any Electronic Item deposited to your Account through the Service will be reflected on your monthly Taunton Federal Credit Union statement, including any adjustments to, or reversals of, an Electronic Item. You are responsible for reviewing your periodic statements in a timely manner and report to the Credit Union any errors. The Credit Union is not responsible for any errors that you fail to bring to our attention within the stated error resolution time periods found in our Electronic Funds Transfer Agreement and Disclosure.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY MOBILE BANKING SERVICE 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 ANY MOBILE BANKING SERVICE, 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 ANY MOBILE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY MOBILE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES 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 ANY MOBILE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.