



Mobile Banking and Mobile Deposit Agreement and Disclosure

This Mobile Banking and Mobile Deposit Agreement and Disclosure (hereinafter this "Agreement") contains terms and conditions governing the Nymeo Federal Credit Union (hereinafter "Nymeo" or "Credit Union") Mobile Banking and Mobile Deposit service. You understand that by using the service or any of the other services available through service you agree to the terms and conditions applicable to those services as set forth in this Agreement. Please keep a copy of this Agreement for your records. If you are unable to print a copy or need assistance, please contact Nymeo.

DEFINITIONS

In this Agreement, the following words have the meanings given below:

"You" and "Your" mean each person who is a member of the Credit Union ("Member") enrolls for the My Nymeo Online Banking ("My Nymeo") service, all account owners if the accounts are joint accounts, jointly and severally, together with any person who is authorized by a member to use or access this service. "Password" means the code You select from time to time to log-in to My Nymeo. "We", "us", "our", or "Nymeo" refer to Nymeo Federal Credit Union. "Service(s)" means the service(s) provided in this Agreement allowing You to make deposits into Your My Nymeo account electronically via a mobile device with internet and photo capability. "Account" and "Accounts" mean those Share accounts that You maintain at Nymeo into which You can make deposits through the Service. "Transaction" means Electronic Funds Transfer (EFT) to or from Your account conducted through the Service. "Business Days" means Monday through Friday, excluding Holidays. "Deposit confirmation number" means an online-generated tracking number issued by the Credit Union when You access and use the Service. The deposit confirmation number will automatically be populated onto each Deposit Receipt at the time You access the Service. "Mobile Deposit Detail" means the deposit detail form required for submission of checks when using the Service it will automatically generate when You complete the online deposit "Image" means the electronic image of the front and back of an item, in addition to the other required information, as specified by us, in the format we specify. "Image Replacement Document" or "IRD" means a substitute check, as defined in Regulation CC issued by the Board of Governors of the Federal Reserve System and the Check Clearing for 21st Century Act. "Infraction" means inappropriate usage of the Service that results in an account adjustment (e.g. correction, reversal) and/or delays the Credit Union's ability to process the deposit. You agree that inappropriate usage may result in termination of the Service.

ELIGIBILITY AND STATEMENT OF SPECIFIC TERMS, CONDITIONS, AND AGREEMENTS

By accepting to the terms of this Agreement, the Credit Union and You agree that Nymeo, its affiliates, assignees, and successor servicers may provide to You a method of accessing Your Nymeo accounts and making electronic deposits into Your Nymeo accounts, under the following terms and conditions:

1. Use of the Service

You acknowledge that you are applying for the Service. The use of the Service constitutes acceptance of and agreement with the terms and conditions in this Agreement. In order to remain eligible for the Service You must adhere to the requirements of the terms and conditions. From time to time, the Credit Union may announce additional features that become available through the Service and/or changes that may impact the use of the Service.

2. Access

Access to the Service is made by using My Nymeo on a mobile device and accessing My Nymeo with your User ID and Password. Data rates may apply for use of this service. The Credit Union's My Nymeo Online Banking Disclosure and Agreement, as well as the Membership and Account Agreement, govern specific use of online banking and Your User ID and Password.

3. About Mobile Deposits

nymeo is the trade name of Nymeo Federal Credit Union 1

The Service allows You to log-in to My Nymeo through the mobile app and post certain check deposits for credit using the Mobile Deposits tab. The maximum daily deposit limit is \$5,000. The Credit Union reserves the right to remove or decrease this amount at any time with no prior notice to You. Any deposit over \$225 is subject to additional review. Generally, the Credit Union will give next day availability on the funds You deposit; however, we may hold funds You deposit in accordance with the Credit Union's Funds Availability policy. Further information on our Funds Availability policy may be obtained from our website at www.nymeo.org. A supported mobile device with a supported camera and operating system is required. We do not warrant that all mobile devices are compatible with or are supported by the Service.

To use this Service, You must:

- Have a Credit Union membership and an account in good standing (good standing to be determined by the Credit Union in its sole and absolute discretion).
- Have a supported mobile device, with a supported camera, supported operating system, and download the necessary App to your mobile device (collectively the "Mobile Device"). We do not guarantee that Your Mobile Device will be compatible with the Service.
- Must be 18 years of age or older.
- Be registered to use My Nymeo and have a valid User ID and password.
- Maintain a valid e-mail address with the Credit Union.
- Maintain a valid mailing address with the Credit Union.
- Properly endorse all checks with 'For Mobile Deposit Only'. All parties must endorse checks.
- Ensure that all check information matches the information on the Mobile Deposit Detail exactly.
- Comply with these terms and conditions and all other requirements of the Credit Union.

When You use the Service You agree that You will not:

- Use the Service to deposit cash, bonds, or non-negotiable items.
- Use the Service to deposit checks drawn on a foreign financial institution.
- Use this Service to deposit checks written to a third party.
- Submit the checks at a Shared Branching location.
- Submit the checks at a Credit Union ATM.
- Failure to comply with these terms and conditions may result in immediate termination of this Service at the sole discretion of the Credit Union.

4. Image Quality and Processing

You are responsible for the image quality of image that you transmit. If an image that we receive from You of for deposit to Your account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, We may reject the Image without prior notice. Each Image must include the front and back of the item and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other written on the check. You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other financial institution to which an Image is sent to handle the Image or IRD.

5. Handling of Transmitted Items

You agree not to allow an Item to be deposited or presented for payment more than once to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any financial institution by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through Mobile Deposit. If an Image of an Item has been transmitted to us or to any other financial institution, You will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against Your Account without prior notice to You.

6. Returned Items and Original Items for Deposit

You are solely responsible for any Item for which You have been given provisional credit, and any such Item that is returned or rejected may be charged to Your Account or any other account in your name. You acknowledge that all credits received for deposits made through Mobile Deposit are provisional, subject to verification and final settlement. Any Item that we return to You will be returned in the form of an Image or

IRD. You agree to retain the original of the instrument used for the IRD for a period of ninety (90) days, and if requested during such time period, You will provide the original instrument to the Credit Union.

7. Unauthorized Transactions and Transfers

You are solely responsible for the security of all devices you utilize to access Your account, passwords, security questions and answers, account numbers and log-in information (the "Access Information"). You are responsible for all communications made via the Access Information. If You believe that any of Your Access Information, including but not limited to Your Password, has been lost, stolen, or used by an unauthorized person or that someone has transferred or may transfer funds from Your account without Your permission, You must tell us at once. The fastest way to notify us is to call 240-436-4000 or Toll Free 1-855-436-4100. Business Days are Monday through Friday, excluding holidays. If You choose to write to us, You may not be subject to the limits of liability as mentioned below, but You may do so at:

Nymeo
Digital Services Department
5210 Chairmans Court
Frederick, MD 21703

You are solely responsible for all Transactions made on Your accounts by anyone with Your Password, including unauthorized Transactions, subject to the limitations set by applicable law. Legal limitations on Your liability for unauthorized Transactions are summarized below. You agree to hold us harmless for any and all Transactions You authorize (either in writing or by Your words or conduct) on Your account. We have no obligation to monitor the use of Your Password or notify You if unusual activity occurs. If You believe someone else has accessed Your account or Your Password is lost or stolen, and You tell us within two (2) Business Days after You learn of the loss or theft, You can lose no more than \$50.00. If You DO NOT tell us within two (2) Business Days after You learn of the loss or theft of Your Password and we can prove that we could have stopped someone from using Your Password without Your permission if You had told us, You could lose as much as \$500.00. Also, in ALL cases, if Your statement shows Transactions that You did not make You should tell us at once. If You do not tell us within sixty (60) days after the statement was mailed to You, You may not get back any money You lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if You had told us in time. Before You are eligible to benefit from the loss limits due to unauthorized access or use of Your account as mentioned, You are required to complete an Affidavit of Loss and fully cooperate with law enforcement and our legal counsel in identifying and prosecuting the individual(s) who accessed Your information. Failure to so cooperate, will allow Nymeo to hold You responsible for all losses incurred.

8. Liability

When using the Service You may experience technical and other difficulties. We do not have any liability to You for damages or losses that may be incurred by You as a result of these difficulties. We shall not be responsible for any loss or damage caused by the Service. Nor shall we be responsible for any late fees, direct, indirect or consequential damages arising from the use or maintenance of the Service. The Credit Union will use reasonable efforts to post Your deposits to the account indicated when You use the Service pursuant to these Terms and Conditions and properly comply with these Terms and Conditions. However, the Credit Union shall incur no liability if it is unable to complete a deposit instruction initiated by You through the Service because of any one or more of the following circumstances:

- Member error.
- Member failure to comply with these Terms and Conditions.
- If the Service equipment or software was not working properly and You knew about the malfunction when You started the Transaction.
- Poor image quality.
- You have not provided complete or correct information.
- Circumstances beyond our control (e.g. fire, flood or interference from outside sources) prevent processing of the deposit despite reasonable precautions on our part.

The Service is provided "as is" without any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of fitness for a particular purpose or warranties of merchantability. You agree to be liable to Nymeo for any liability, loss, or expense due to a breach or violation of this Agreement that we incur as a result of any dispute involving Your accounts or the Service. You authorize us to deduct any such liability, loss, or expense from Your accounts without prior notice to You. In the event Nymeo brings a legal action to enforce this Agreement or collect any sum of money due from You, it shall be entitled

to payment by You of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

9. Governing Law

In the event of a dispute regarding the Service, You and the Credit Union agree to resolve the dispute by looking to this Agreement. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state of Maryland, the Charter and the Bylaws of the Credit Union and the rules and regulations of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

10. No waiver

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by a Credit Union officer. No delay or omission on the part of the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

11. Amendment and Termination

We may terminate or cancel Your right to use the Service or cancel this Agreement with You at any time. We may give notice of termination or cancellation, but we are not obligated to do so. If You close Your account, Your accounts become overdrawn or if You lose Your "member in good standing" status, the Credit Union will have the option to cancel this Agreement immediately. Failure to use My Nymeo for a consecutive period of 180 days will result in automatic termination of Your access to My Nymeo and this Service and You must re-enroll to use My Nymeo. Your Password may not be used after we terminate it. You may terminate or cancel Your access to My Nymeo by giving us written notice specifying that You wish to terminate. Termination of My Nymeo by one account owner terminates access for all account owners. Your written notice of termination will become effective no later than two (2) Business Days after we receive Your notice. Any termination will NOT affect any liability incurred by You prior to termination. We may change the terms of this Agreement at any time by electronically transmitting or mailing a copy of the changes to Your most recent account address on file. Unless we are required to give You advance notice by law, changes are effective on the date changes are mailed or transmitted, unless a later time is stated in the notice. Use of Your Password after the effective date of the change will acknowledge Your acceptance of that change.

ACCEPTANCE OF AGREEMENT AND DISCLOSURE

By using the Service You acknowledge that You understand the terms and conditions of this Agreement and acknowledge receipt of this Agreement. This Agreement will be available for Your review at any time under "Disclosures" portion of our website at www.nymeo.org. You agree that Nymeo retains all ownership of and proprietary rights to the Service and to the software related thereto, and that use of the Service does not transfer such rights to you. You further agree that all electronic messages sent to You pursuant to this Agreement shall be binding upon You and all other joint owners of the Account, if any, and that such messages and statements have the same legal affect as if provided in writing. You also agree to not contest the validity of any electronic copies of documents as an original.