

Read this document carefully and print a copy for your reference.

WINGS FINANCIAL CREDIT UNION

Wings Mobile

ADDENDUM TO CU ONLINE ACCESS AGREEMENT

This Addendum establishes the rules which cover your access to your Accounts at Wings Financial Credit Union through Wings Mobile and your use of the services made available through Wings Mobile. This Addendum (“**Addendum**”) amends and becomes part of our CU Online Access Agreement with you. The CU Online Access Agreement, this Addendum and other separate documents and disclosures relating to your Accounts with us are collectively the “**Account Documentation**” between you and us. The terms of your other Account Documentation, including any disclaimers of warranties, security procedures, limitations on our liability, indemnity, amendments, termination rights, and communications, are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby. By clicking the “I Agree” button at the conclusion of this Addendum or by using or continuing to use Wings Mobile, you agree to this Addendum.

Definitions. The following terms shall have the following meanings in this Addendum:

"We," "us," "our" and **"Wings"** means Wings Financial Credit Union and any of its affiliates or direct or indirect subsidiaries, when any of them have established an Account or provided a mobile banking service, including, but not limited to, Wings Mobile.

"You" or **"your"** or **"Customer"** means, as applicable, each owner or Authorized Representative of an Account.

"Account" means each consumer account you have with us which is accessible through Wings Mobile. Accounts may include deposit accounts, savings accounts, certificate of deposit accounts, and loan accounts you maintain with us.

"Authorized Representative" means a person with authority to take action or make decisions on behalf of the owner of an Account, including, but not limited to, any person to whom you disclose your Security Information or provide access to your Security Information or your Account(s) through Wings Mobile.

"Business Day" means Monday through Friday. Holidays are not included.

"Mobile Device" means a cellular telephone or similar wireless communication device, including, but not limited to, a tablet or similar device, onto which you have downloaded software or a mobile application provided by us (“**Software**”) for the purpose of accessing Wings Mobile. A “Mobile Device” may also include a cellular telephone, tablet or similar wireless communication device that is capable of conducting banking transactions through SMS text messaging or by accessing Wings Mobile using a mobile browser.

"Wings Mobile" means any service or services that we provide, and that you subscribe to, enabling you to obtain Account information or initiate transactions to or from your Accounts through your Mobile Device.

I. What this Addendum Covers.

Your use of Wings Mobile is governed by the terms contained herein and the following, which are considered part of this Addendum: (i) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using Wings Mobile; (ii) Wings' rules, procedures and policies, as amended from time to time, that apply to Wings Mobile and each Account; (iii) the then-current rules and regulations of any funds transfer system or payment system used in connection with an Account or Wings Mobile; and (iv) state and federal laws and regulations, as applicable. Each of your Accounts and Wings Mobile services will also continue to be subject to any other Account Documentation that applies to it.

II. Ownership, Control and Access to Accounts.

A. Owners and Authorized Representatives.

1. You represent and warrant that any Authorized Representative will be acting as your agent and on your behalf, will be bound by this Addendum and any Account Documentation governing the Account, and is fully authorized by you to act based on the rights you delegate to them. An Authorized Representative appointment by one account owner for an Account constitutes an Authorized Representative appointment by all other account owners of that Account.
2. If you authorize an Authorized Representative to initiate fund transfers or other transactions on an Account, then you are also agreeing that for purposes of such transactions initiated through Wings Mobile the Authorized Representative is an "authorized signer" on the Account, subject to the terms of the Account Documentation for your applicable Account. In addition, if you make a person an offline authorized signer on an Account, and that authorized signer enrolls in Wings Mobile on your behalf, we may treat that authorized signer as an Authorized Representative for purposes of this Addendum.
3. If you are appointed as an Authorized Representative on an Account, you agree that you will access and use the account in accordance with the authority given to you by the appointing account owner. Each time you access, view, or transact on that Account through Wings Mobile, you represent and warrant to us that your action is authorized by the appointing account owner. If we receive conflicting instructions, or if we believe that an Account's security or our security may be at risk as a result of your being an Authorized Representative, we may in our sole discretion terminate you as an Authorized Representative, or prevent you from being an Authorized Representative, without prior notice to you or any account owner.

B. Accessing Wings Mobile Services and Accounts; Terminating Access.

1. **Accessing and Using Wings Mobile.** Using Wings Mobile requires an Internet-enabled Mobile Device that supports 128-bit encryption. To use Wings Mobile, you must first be enrolled in online banking with us (CU Online) and then subscribe to Wings Mobile. The same credentials (Wings ID and password) that are in place for your CU Online access apply to Wings Mobile. We undertake no obligation to monitor transactions through Wings Mobile to determine that they are made on behalf of the Account owner.
2. **Wings Mobile Services.** You may determine which Wings Mobile services are available for Mobile Devices at any time by logging into Wings Mobile. The most up-to-date list of services that you may be able to access through Wings Mobile will also be posted on the CU Online website. Once you enroll for Wings Mobile, designated Accounts and payees (or billers) enrolled for online banking will also be accessible through Wings Mobile. Wings Mobile services (e.g., viewing balances, searching for transactions, viewing transactions, transferring funds between your Accounts, paying bills, and the Mobile Deposit Service), may be added, reduced or modified by us from time to time without prior notice except as required by law. We may also modify, reduce or expand the geographic areas in which we offer Wings Mobile

or any of its functions or services. We reserve the right to refuse to make any transaction you request through Wings Mobile. Not all functions that are described in your CU Online Access Agreement or available through the CU Online website may be available with Wings Mobile.

3. System Availability.

Subject to the terms of this Addendum, you will generally be able to access your Accounts using Wings Mobile 7 days a week, 24 hours a day. At certain times, Wings Mobile may not be available due to system maintenance or circumstances beyond our control. We do not specifically warrant that Wings Mobile will be available at all times. During times when Wings Mobile is not available, you may be able to obtain information about your Accounts by logging in to CU Online, calling our CU PAL telephone banking service at 1-888-692-8725, using one of our automated teller machines ("ATM"), or visiting a Wings branch location in your area during normal business hours.

We do not guarantee functionality of Wings Mobile (or any specific Software that we provide with respect to Wings Mobile) on all Mobile Devices, on all communication networks, in all geographic regions, or at all times. We may elect to discontinue Wings Mobile (or any of the services that we provide, from time to time, through Wings Mobile) at any time. If we choose to discontinue Wings Mobile, we will provide you with reasonable notice. We make no representation that any content or use of Wings Mobile is available for use in locations outside of the United States. Accessing Wings Mobile from locations outside of the United States is at your own risk.

4. Hardware and Software Requirements.

You understand you must, and hereby agree, at your sole cost and expense, to use a Mobile Device and software that meets all technical requirements for the proper delivery of Wings Mobile services and that fulfills your obligation to obtain and maintain secure access to the Wings Mobile services. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of your Mobile Device, including, but not limited to, wireless carrier service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Wings Mobile. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with Wings Mobile and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements to your Mobile Device or software. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using your Mobile Device, electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device, or failures of or interruptions in any electrical, wireless carrier or Internet services.

5. Suspension or Termination of Access to Wings Mobile.

This Addendum will be in effect from the date your enrollment in Wings Mobile is submitted by you and accepted by us and at all times while you are using Wings Mobile or any Wings Mobile service. Unless otherwise required by applicable law, either you or we may terminate this Addendum and/or your access to Wings Mobile, in whole or in part, at any time without notice except as required by law. The termination of this Addendum will not terminate your obligations or our rights arising under this Addendum before such termination. Upon termination of this Addendum you: (i) acknowledge and agree that all licenses and rights to use Wings Mobile and the Mobile Deposit service and Software shall terminate; (ii) will cease

any and all use of Wings Mobile and the Software; and (iii) will remove the Software from all Mobile Devices, hard drives, networks, and other storage media in your possession or under your control. All applicable provisions of this Addendum will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

a. Suspension or Termination by Us.

If you violate any terms of this Addendum or any other Account Documentation you have with us, you agree that we may suspend or terminate your access to Wings Mobile. We further reserve the right, under certain circumstances, to deny access to Wings Mobile, or to deny the processing of requested transactions initiated through Wings Mobile, in order to maintain or restore security to Wings Mobile and our systems. We may do so if we reasonably believe your Security Information (defined in Section III.A. below) has been or may be compromised or is being used or may be used by an unauthorized person(s). Also, if you do not use Wings Mobile for a period of twelve (12) consecutive months, we may, in our discretion, terminate your access without prior notice to you.

b. Termination By Your Own Choice: If you close all of your Account(s), we will suspend or terminate your access to Wings Mobile without prior notice to you.

c. Reinstatement of Mobile Access. Access to Wings Mobile, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Addendum will control. If your access to Wings Mobile was previously terminated and you are eligible for reinstatement, you may reenroll at any time through our CU Online website.

III. Security Procedures; Reporting Lost Mobile Devices and Unauthorized Transactions.

A. Security Procedures.

You agree to comply at all times with the secure login procedures established by us for online account access and any Wings Mobile security procedures we provide to you (collectively the "Security Procedures") and to safeguard the confidentiality and security of any security credentials or information that is either transmitted from, stored on, or downloaded to your Mobile Device in connection with Wings Mobile ("Security Information") and to notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. You acknowledge, understand and agree the Security Procedures are not designed for the detection of errors. We are not, and will not be, obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

B. Lost or Stolen Mobile Device or Security Information; Unauthorized Transfers

If you believe your Mobile Device, Security Information, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your Account without your authorization, **contact us AT ONCE at 1-800-692-2274**. For a description of your and our responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Account Documentation.

C. In Case of Errors or Questions about Your Account

Please contact us at 1-800-692-2274 with respect to errors in, or questions about, transfers to or from your Accounts. Refer to your Account Documentation for a description of how errors and questions on funds transfers are processed. To contact us by mail, please use the following address:

Wings Financial Credit Union
Attn: Account Services
14985 Glazier Avenue
Apple Valley, Minnesota 55124

IV. Additional Provisions Governing Wings Mobile.

A. Fees for Wings Mobile.

There is currently no fee to enroll in Wings Mobile or view your Account(s) information or make internal funds transfers between your Accounts. However, there may be other fees associated with your Account(s) or for certain Wings Mobile services, such as the Bill Payer service. Please refer to the Account Documentation governing your Accounts for fee information or contact a Wings representative at 1-800-692-2274 if you have questions regarding these fees. You are responsible for any fees or other charges that your wireless carrier may charge for any data or message services related to the use of our Wings Mobile services, including without limitation, SMS text messaging.

B. Effective Time for Internal Funds Transfers Initiated Through Wings Mobile.

The transfer of funds initiated through Wings Mobile from one of your Accounts to another of your Accounts (each an "Internal Transfer" and collectively, "Internal Transfers") will generally occur at the time that the Internal Transfer is requested and the transferred funds will be available at that time, subject to system availability. Transfers of funds to or from your Accounts using our Bill Payer or Mobile Deposit services are subject to the cut-off times described in the Account Documentation for these services.

C. Authorization to Transfer Funds.

You expressly authorize us to debit the appropriate Account in the amount of any funds transfer initiated through Wings Mobile. You agree that we may treat any such funds transfer from an Account the same as a duly executed written withdrawal, transfer, check or loan advance and that we may treat any such funds transfer to an Account the same as a deposit or loan payment, all in accordance with the terms of this Addendum and the Account Documentation governing your Account(s).

D. Account Transactions Using Wings Mobile; Periodic Statements.

You are responsible for accurately entering all data necessary to perform a transaction in your Account(s) and for verifying all instructions transmitted to us. You will not receive a separate periodic statement summarizing the transfers to and from your Accounts using Wings Mobile. These transfers will appear on the respective periodic statements for your Accounts.

E. Mobile Number Contact Policy. By providing us with a telephone number for your Mobile Device, you are expressly consenting to receive communications – including, but not limited to, prerecorded and artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. Calls and messages may incur fees from your wireless carrier.

V. Privacy.

You acknowledge that in connection with your use of Wings Mobile, Wings and its affiliates and service providers, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Wings Mobile or the Software (collectively "**User Information**"). Wings and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as set forth in this Addendum. Wings and its affiliates and service providers also reserve the right to monitor use of Wings Mobile and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. All information gathered from you in connection with using Wings Mobile will be governed by the provisions of your other Account Documentation governing your Account(s) and the Wings' privacy policy that was previously provided to you in connection with your Account(s).

VI. Mobile Deposit Service

- A. General Description of the Mobile Deposit Service.** Our Mobile Deposit Service allows you to make mobile deposits (each such deposit "**Mobile Deposit**" and collectively "**Mobile Deposits**") to your Wings checking accounts (each a "**Deposit Account**" and collectively the "**Deposit Accounts**"). You may use the Mobile Deposit Service in connection with Deposit Accounts you have enrolled for Wings Mobile. Mobile Deposits may be made to your Deposit Accounts by using a supported camera-enabled Mobile Device with our downloadable Software to capture electronic images of paper checks and to transmit such images and other information required hereby to us or our designated processor (a "**Processor**"). You acknowledge and agree that a Mobile Deposit made by you using the Mobile Deposit Service is not an "electronic funds transfer" as that term is defined in Consumer Financial Protection Bureau's Regulation E. The terms "us", "our" and "Processor" may be used interchangeably when used in relation to any services performed by a Processor on our behalf including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The Mobile Device must capture an image of the front and back of each Check ("**Check Images**") to be deposited in accordance with the procedures outlined in this Addendum and provided to you in the Mobile Deposit Service documentation ("**Procedures**"). After capture of the Check Images and all other required data and information from the paper Check, you will transmit for Mobile Deposit the Check Images and all other required data and information from or pertaining to the Check to us or Processor using the Software installed on your Mobile Device. Subject to compliance with the terms, provisions and conditions of this Addendum, we will provisionally credit the Deposit Account designated by you for the amount of the Mobile Deposit on the day of receipt of the Mobile Deposit and enter the Check Images of the Check into the collection process, in accordance with the provisions of our then current Account Documentation pertaining to the Deposit Account into which the Mobile Deposit is to be made. You acknowledge and agree that we may discontinue, and/or change the terms of the Mobile Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to you or any third party.
- B. Activation and Eligibility.** To activate the Mobile Deposit Service, you must first enroll through CU Online and meet our eligibility requirements. Only Accounts in good standing and enrolled in Wings Mobile will be eligible for the Mobile Deposit Service. Accounts with excessive returned checks or ACH transactions, negative balances, or other negative account history at the individual or overall account level will not be granted access to use the Mobile Deposit Service. Accounts granted access to the Mobile Deposit Service may be denied future transactions if the Accounts are no longer in good standing.

C. Checks Deposited and Security Interest. When using the Mobile Deposit Service, you hereby agree that you will only scan and deposit a check as that term is defined in Federal Reserve Board Regulation CC (each a “**Check**” and, if more than one, “**Checks**”). You cannot deposit money orders using the Mobile Deposit Service. You agree that the Check Images of the Check that are transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks that: (a) are payable to any person or entity other than the Deposit Account owner, (b) are drawn, or otherwise issued, by you on any account of yours maintained at another financial institution, (c) are prohibited by our then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Checks are drawn, (e) have been previously endorsed by a bank (or other institution) and are either “substitute checks” (as defined in Regulation CC or other applicable federal law or regulation) or “image replacement documents” that purport to be substitute checks, without our prior written consent, (f) are drawn on financial institutions that are located outside of the United States or territories of the United States, (g) are not payable in US Dollars, and (h) are not acceptable to us for deposit into a Deposit Account as provided in the Account Documentation (Checks described in clauses (a) through (h) each a “**Prohibited Check**” and, collectively, “**Prohibited Checks**”). If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys fees) we may incur associated with any warranty, indemnity or other claim related thereto.

You grant us a security interest in all Deposit Accounts or other deposits (whether general or special) of yours at Wings, and in all funds in such Deposit Accounts or other deposits, to secure your obligations to us under this Addendum. This security interest will survive termination of this Addendum.

D. Scanning of Checks and Transmission of Check Images. You shall properly download and use all Software required by this Addendum or otherwise, required for or related to, the use of the Mobile Deposit Service. Before capturing a picture of the Check Images, you shall endorse the Check with the Deposit Account owner’s name and the legend “For Deposit Only.” You shall then capture the Check Images of the Checks to be deposited via Mobile Deposit and transmit the Check Images and any other required data and information from or pertaining to such Checks to us or the Processor in accordance with the Procedures. We reserve the right to amend the Procedures, with or without prior notice to you.

To ensure accuracy, you shall key the amount of each Check and any other information required using the Software prior to transmitting the Mobile Deposit in accordance with the Procedures. We reserve the right to impose limits on the amount(s) and/or number of Mobile Deposits that you transmit using the Service and to modify such limits from time to time (collectively defined as the “**Limits**”). You may send multiple Mobile Deposits to us or Processor throughout the day, not to exceed the Limits. We may, at our option, refuse to accept a Mobile Deposit that exceeds the Limits, or we may accept and process the Mobile Deposit. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. To be eligible for processing on the day transmitted, Mobile Deposits must be received by us on or before 4:00 p.m. CST on a Business Day that we are open (the “**Cut-Off Time**”). A Mobile Deposit is considered received by us when the Mobile Deposit Service generates a confirmation message. For purposes of determining when a Mobile Deposit has been delivered and received, our records shall be determinative. A Mobile Deposit that is transmitted after the Cut-Off Time shall be deemed to have been received by us at the opening of our next Business Day. We reserve the right to change Limits and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to your receipt of notice thereof except as otherwise required by law. You may contact us at any time to verify the Limits and the Cut-Off Time.

- E. Maintenance and Destruction of Original Check.** You shall stamp the original Check "Processed" after the process of transmitting the Check Images to us in accordance with Section VI.D. of this Addendum. You shall securely store all original Checks for a period of ten (10) days after you have received notice from us that the Mobile Deposit containing the Check Images has been accepted (such period the "**Retention Period**"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only Authorized Representatives shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. You shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. You will use commercially reasonable methods of destruction approved by us to destroy original Checks after expiration of the Retention Period. You hereby indemnify us for, and hold us harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. You will promptly (but in all events within 5 Business Days) provide any retained Check (or, if the Check is no longer in existence, a replacement Check or a sufficient copy of the front and back of the Check) to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.
- F. Image and MICR Quality.** Check Images of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Check Images:
1. the amount of the Check;
 2. the payee of the Check;
 3. the signature of the drawer of the Check;
 4. the date of the Check;
 5. the Check number;
 6. the information identifying the drawer and the paying bank (or other institution) that is preprinted on the Check, including the magnetic ink character recognition ("**MICR**") line; and
 7. all other information placed on the Check prior to the time the Check Images of the Check are captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

You shall ensure the Check Images transmitted to us includes the full-field MICR encoding on each Check. You shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image including without limitation the dollar amount and signature of the person who signed the Check (the "drawer"), and for ensuring that any and all information on a paper Check is accurately captured and legible in the resulting Check Image and otherwise complies with any Check Image quality standards and guidelines that may be established by American National Standards Institute, ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse, or that we may provide to you from time to time. You acknowledge that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

- G. Receipt of Mobile Deposit.** After we receive your Mobile Deposit, we will review the Check Images and other information contained therein. For each Mobile Deposit that we determine is eligible for processing as described in this Addendum, we will: (i) create a substitute Check that we will present directly or indirectly to (a) the institution on which the original Check to which the Check Images relate is drawn, or (b) the institution at or through which the Check is payable (each, the "Paying Institution"); (ii) include the Check Images in an electronic file for presentment directly or indirectly to the Paying Institution; or (iii) present or post any Check Images for which we are the Paying Institution. You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any Mobile Deposit or Check Images or other information

contained therein that are not received by us in accordance with the terms of this Addendum or for Mobile Deposits or Check Images or other information contained therein that are intercepted or altered by an unauthorized third party. You agree that we have no obligation to accept a Mobile Deposit and, therefore, may reject any Mobile Deposit or Check Images or other information contained therein submitted by you. We shall have no liability to you for the rejection of a Mobile Deposit or Check Images or other information contained therein or for the failure to notify you of such rejection. Upon receipt of a Mobile Deposit submitted by you, we may examine such Mobile Deposit and the Check Images and other information contained therein to ensure that you have complied with this Addendum and followed the Procedures. If we determine that you have not complied with this Addendum or followed the Procedures or if errors exist in the Check Images or other information contained in the Mobile Deposit, we, in our sole discretion, may either reject the Mobile Deposit or elect to correct the error and accept and process the corrected Mobile Deposit (a "**Corrected Mobile Deposit**"). As a form of correction, we may credit your Deposit Account for the full amount of the Corrected Mobile Deposit and make any necessary adjustments to the Deposit Account to correct the error. We may, at our option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent Checks, and, in our sole discretion, we may reject any such Mobile Deposit or the Check Images or other information contained therein. If after examination of a Mobile Deposit and the Check Images and other information contained therein, we determine that you have complied with this Addendum and processed and transmitted the Mobile Deposit in accordance herewith and with the Procedures, we shall accept the Mobile Deposit for deposit to your designated Deposit Account. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Deposit Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, us.

- H. Availability of Funds.** . We are notifying you in advance that Mobile Deposits made using our Mobile Deposit service do not fall under the standard provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply. In general, if a Check Image of an Item you transmit through the Service is received and accepted before the Cut-Off Time on a Business Day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open. Funds deposited using the Mobile Deposit service will generally be made available within three to five Business Days from the day of deposit. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. You acknowledge that all credits given by us for an Item are provisional, subject to verification and final settlement.
- I. Laws, Rules and Regulations.** You agree to comply with all existing and future operating procedures used by us for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization ("**ECCHO**") and any other clearinghouse or other organization in which we are a member or to which rules we have agreed to be bound. These procedures, rules, and regulations (collectively the "**Rules**") and laws are incorporated herein by reference. In the event of conflict between the terms of this Addendum and the Rules, the Rules will control.
- J. Collection of Checks.** We, in our sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank (or other institution). We, in our sole discretion, shall select the clearing agents used to collect and present the Check Images, and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Account Documentation governing your Deposit Accounts.

K. Contingency Plan. You acknowledge that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you may deposit original Checks with us at one of our branch locations or through one of our ATMs until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks at an office of Wings shall be governed by the terms and conditions of your other Account Documentation and not by the terms of this Addendum. Notwithstanding the foregoing, and to the extent applicable, Section VI.L. below dealing with warranties shall apply to the deposit of original Checks. It is your sole responsibility to verify that Check Images transmitted using the Mobile Deposit Service have been received and accepted for Mobile Deposit.

L. Warranties. You represent, warrant and covenant the following to us:

1. **Checks Deposited.** You shall only deposit Checks that are authorized by this Addendum, the Procedures and the Account Documentation;
2. **Image Quality.** Check Images transmitted by you to us contain an accurate representation of the front and the back of each Check and comply with the requirements of this Addendum;
3. **Accuracy of Information.** All data and other information submitted by you to us, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Addendum;
4. **No Duplicates.** You will not: (i) create duplicate Check Images of the Checks, (ii) transmit duplicate Check Images to us, or (iii) deposit or otherwise negotiate the original of any Check of which Check Images were created and transmitted to us for Mobile Deposit. You further warrant that no subsequent transferee, including but not limited to us, a collecting or returning bank (or other institution), drawer, drawee, payee or endorser, will be asked to pay the original Check from which the Check Image(s) were created or a duplication (whether paper or electronic, including ACH entries) of the Check(s);
5. **No Loss.** No subsequent transferees of the Check(s), including but not limited to us, a collecting or returning bank (or other institution), drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Check Images were presented for payment or returned instead of the original Check;
6. **Information.** All information provided by you to us is true, complete and accurate;
7. **Authority and Legality.** (i) this Addendum is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Addendum by you will not violate any law, or conflict with any other agreement, to which you are subject;
8. **Transactions.** All Checks and transactions of yours are, and will be, bona fide. All signatures on Checks are authentic and authorized;
9. **Rule Compliance.** You submit Check Images in compliance with this Addendum, the Procedures, applicable law and the Rules;

M. Returned Checks. If Checks remotely deposited by you using the Mobile Deposit Service are dishonored or otherwise returned unpaid by the drawee bank (or other institution), or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the

Check Images, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with Section VI.E. the original Check will not be returned, and we may charge your Deposit Account for any and all returned Checks, along with any returned check fees authorized by the Account Documentation. You understand and agree that any returned Checks may be in the form of an electronic or paper reproduction of the original Check or a substitute Check. Unless otherwise instructed by us, you agree not to deposit the original Check if the Check Images were previously transmitted to us using the Mobile Deposit Service and returned for any reason.

N. Confirmation: Deposit Account Reconciliation. We will provide notice of receipt of Mobile Deposits to your Deposit Account on the periodic statement for such Deposit Account. You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. If you do not detect and notify us of such a discrepancy within 30 days of your receipt of any terminal printout, mailed report or periodic statement, whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against us.

VII. Disclaimer of Warranties; Limitations of our Liability and Obligations to You; Your Agreement to Indemnify us Against Certain Losses.

A. Disclaimer of Warranties.

To the fullest extent permitted by law, Wings Mobile and any related Software as provided "AS IS" and we make no warranties of any kind for the Wings Mobile services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that Wings Mobile will be uninterrupted or error free, that defects will be corrected, or that Wings Mobile is free of viruses or other harmful components. We do not, and cannot, control the flow of any documents, files, data or other information via the Internet or your Mobile Device, whether to or from our network or otherwise. Such flow depends in large part on the performance of Internet and wireless carrier services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your Internet or mobile service (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, Wings disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Wings be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to your or our ability or inability to transmit information to or from your Mobile Device.

B. Limitations of Our Liability and Obligations to You.

To the fullest extent permitted by law and by our other Account Documentation with you, we will not be liable for or obligated to honor, in whole or in part, any transaction or instruction in the following instances:

- Due to your actions or omissions, or those of third parties which are not within our immediate and reasonable control;
- Due to your negligence or breach of any agreement with us;
- If we are unable to confirm to our satisfaction the authority of any person to act on your behalf;
- If, through no fault of ours, you do not have adequate funds in your Account to complete the transaction, or if that account has been closed, or if withdrawals from that account have been prohibited by court order such as a garnishment or other legal process;
- If you have not properly followed our instructions, or if your computer malfunctions or fails, or if Wings Mobile or any part of the electronic funds transfer system network was not working properly and this problem should have been apparent to you at the time you attempted to make the transaction;

- If we reasonably believe a transaction is fraudulent or unauthorized;
- Due to scheduled system outages or circumstances beyond our reasonable control despite reasonable precautions that we have taken (e.g. delays or losses caused by telecommunications or internet outages, postal strikes, actions by third parties, equipment failures and acts of God).
- If the transaction or instruction is not in accordance with applicable law, our policies and procedures, or any term or condition of this Agreement or any other Account Documentation;
- Due to any ambiguity, inaccuracy or omission in any instruction or information provided to us;
- Due to your failure to initiate the transaction or instruction within the time requirements communicated by us;
- If we have other reasonable cause not to honor the transaction for our or your protection.

We shall only be liable to you for damages solely and proximately caused by our gross negligence or willful misconduct in performing the services provided for herein and our liability shall in no event exceed the lesser of (i) your actual damages or (ii) the total fees paid by you to us for the Wings Mobile services, unless otherwise required by law. We do not make any representation that any content or use of Wings Mobile is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

In no event will we or any of our officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, Wings Mobile, or the inability to use Wings Mobile, even if advised of the possibility of such damages.

C. Your Additional Responsibilities.

You represent and agree to the following by enrolling for Wings Mobile or by using Wings Mobile:

1. **Account Ownership/Accurate Information.** You represent that you are the legal owner or authorized by the legal owner to exercise control of the Accounts and other financial information which may be accessed via Wings Mobile. You represent and agree that all information you provide to us in connection with Wings Mobile is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Wings Mobile. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Mobile Device you will use to access Wings Mobile.
2. **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your Accounts and transactions when using Wings Mobile. You agree not to leave your Mobile Device unattended while logged into Wings Mobile and to log off immediately at the completion of each access by you. You understand that any interruption to your Mobile Device, such as a phone call or text message that occurs while you are logged in to Wings Mobile may immediately cause you to be logged out of Wings Mobile. You agree not to provide your Wings ID or PIN or other access information to any unauthorized person. If you permit other persons to use your Mobile Device, Wings ID, PIN or other means to access Wings Mobile, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Accounts.
3. **User Conduct.** You agree not to use Wings Mobile or the content or information delivered through Wings Mobile in any way that would: (a) infringe any third-party copyright, patent,

trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Wings Mobile to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Wings Mobile; (i) interfere with or disrupt the use of Wings Mobile by any other user; or (j) use Wings Mobile in such a manner as to gain unauthorized entry or access to the computer systems of others.

4. **No Commercial Use or Re-Sale.** You agree that the Service is only for the personal use of individuals authorized to access your Account information. You agree not to make any commercial use of Wings Mobile or resell, lease, rent or distribute access to Wings Mobile.
5. **Other Agreements.** You agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers for your Mobile Device, such as your wireless carrier or provider, and that you are still subject to any fees, costs, other charges, limitations or restrictions imposed by those parties under your agreements with them. This Addendum does not amend or supersede any of those agreements. Your wireless carrier or provider is responsible for its products and services, and you agree to resolve any problems with your carrier or provider directly, without involving us.

D. Customer Indemnification Obligations.

Except to the extent that we are liable under the terms of this Agreement or another Account Documentation, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us or failure to report required changes to us;
- any fraud, manipulation, misuse or other breach of this Agreement or Wings Mobile by you or your Authorized Representatives;
- your violation of any law or rights of a third party; or

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Wings Mobile by you or your Authorized Representatives.

VIII. Miscellaneous Provisions.

A. Amendments to this Addendum.

Except as otherwise required by law, we may in our sole discretion change the terms of this Addendum from time to time. This may include adding new or different terms to, or removing terms from, this Addendum. When changes are made we will update this Addendum on the CU Online website. Our Wings Mobile services will be updated on the effective date, unless an

immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or significant changes to the terms of this Addendum. By continuing to use Wings Mobile after we send you notice of any change, you agree to the change. Changes to fees or terms applicable to Accounts or certain Wings Mobile services are governed by the Account Documentation otherwise governing each Account or the Wings Mobile service.

B. Relationship Between This Addendum and Other Account Documentation You Have With Us.

Unless this Addendum specifically states otherwise, if there is a conflict between the terms and conditions contained in this Addendum and the terms and conditions of any other Account Documentation between you and us, or any other such agreement has terms that are not specifically addressed in this Addendum, then the other agreement will control and take precedence. The other agreement will only control with respect to the Account or Wings Mobile service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding Wings Mobile services or features that appear in the specific Account Documentation for your Account or Wings Mobile service, but that do not appear in this Addendum, will apply. As an exception to the general rule described in this Section, if any other Account Documentation you have with us includes terms that address your mobile access to an Account, this Addendum will control and take precedence in resolving any inconsistencies between this Addendum and the terms in the other agreement that address mobile access.

IX. End User License Agreement and Restrictions. The following terms and conditions apply to your use of the Software. By downloading the Software, you agree to these terms and conditions.

- A. **Ownership.** All right, title and interest in and to (a) any and all Software, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a) collectively the Software), and (b) any and all user guides, instructions and other documentation provided to, or used by, you in connection with Wings Mobile or any Wings Mobile service (collectively the “**Documentation**”) shall be, and remain, the property of Wings or any third party Software provider, as applicable.
- B. **License.** Subject to the terms and conditions of this Addendum, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Addendum. All rights not expressly granted to you by this Addendum 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 Addendum 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.
- C. **Restrictions.** Unless otherwise expressly authorized, you may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.
- D. **Modifications to Software.** We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to the Software. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Software. You also agree that you may have to enter into a renewed version of this Addendum if you want to download, install or use a new version of the Software.

- E. **Technical Support.** We have no obligation whatsoever to furnish any maintenance and support services with respect to Wings Mobile or the Software, and any such maintenance and support services provided will be provided at our discretion.
- F. **Information Provided to Us.** You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Software by you, including your location, device based location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing Wings Mobile. This license shall survive termination of this Agreement for such period as necessary for us to provide Wings Mobile, comply with the law, or comply with an internal guidelines or procedures.
- G. **Compliance.** You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Software may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable US and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.