

MOBILE DEPOSIT SERVICE AGREEMENT:

This Mobile Deposit Service Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Mobile Deposit Service ("Service") offered to you by Premier Financial Credit Union ("Credit Union"). By using the Mobile Deposit Service, you and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us including the Important Account Information for Our Members disclosures, as may be amended and/or retitled from time to time (the "Member Service Agreement") and the "Electronic Funds Transfer Disclosures." In the event of a conflict between the foregoing documentation and this Agreement, the terms of this Agreement shall apply. The Service is subject to the following terms and conditions and to the instructions, rules and terms provided to you via a link within the service and incorporated by reference herein.

1. MOBILE DEPOSIT SERVICE

The Mobile Deposit Service allows you to make deposits to your eligible accounts at the Credit Union using compatible and supported mobile phones and/or other compatible and supported Mobile Devices.

a. Mobile Deposit Capture Process; Security Procedures

If we approve the Mobile Deposit Service for you, you must use Logon ID and Security Code ("access codes") to access your accounts. You may photograph an image of checks with your mobile device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union may, in its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

The Mobile Deposit Service requires the use of hardware, software and the Internet, and allows you to access and transmit information without direct contact with a Credit Union employee. Accordingly, the Mobile Deposit Service involves a heightened risk of fraud, unauthorized activity, abuse, disruption, etc. To protect you and your accounts, we require access codes, as defined above, to access the Mobile Deposit Service. By your continued use of the Service, you agree that these procedures (the "security procedures") are commercially reasonable and accept the terms and conditions set forth herein. You understand that the security procedures are for verification of authenticity of any transaction or access request and are not intended to detect errors in the transmission or content of any entries. No security procedure for the detection of any such errors has been agreed upon between you and us. You agree to ensure that your access codes are protected from exposure. You agree to keep your access codes confidential, and understand we are entitled to rely on any instruction given by a user using your access codes. Check your statements and review your banking transactions promptly, thoroughly and regularly. Please report any suspicious activity, errors or problems to us immediately. **YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO PREVENT UNAUTHORIZED ACCESS TO ACCOUNTS AND SYSTEMS. IF YOU SUSPECT, KNOW, BELIEVE OR HAVE REASON TO BELIEVE THAT AN UNAUTHORIZED PERSON HAS GAINED OR ATTEMPTED TO GAIN ACCESS TO YOUR ACCOUNTS, YOU AGREE TO IMMEDIATELY NOTIFY US AT (920) 898-4232 or TOLL FREE AT (877) 891-4232.**

b. Funds Availability

Funds from items deposited through Mobile Deposit Capture will be subject to holds in our discretion as set forth in the Credit Union's "Funds Availability Disclosure," and as amended from time to time, which is incorporated herein by reference. You understand and agree that, solely for the determination of any applicable hold, an image will be deemed a "check" as that term is used in our Funds Availability Disclosure. Funds for check images received by our cut-off time on a Business Day will be considered the day of your deposit for purposes of applying our Funds Availability Policy. Check images that are received for deposit on a non-Business Day or after our cut-off time on a Business Day shall not be received until the next Business Day. The "cut-off times" will be communicated to you from time to time and are subject to change by the Credit Union, upon notice to you. A "Business Day" means any day except any Saturday, any Sunday, or any day which is a federal legal holiday.

You agree that the imaging and transmitting of checks alone does not constitute receipt by the Credit Union. You understand and agree that we are not responsible for any image we do not receive or for images lost or damaged during transmission. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through Mobile Deposit are not received by the Credit Union until we have acknowledged receipt and provided credit to your account. You understand and agree that any time-sensitive deposit (such as one to be used for a loan or other payment) should NOT be transmitted as an image via the Service and should be presented in person at one of our branches.

c. Deposit Limitations

You may not use Mobile Deposit to deposit any item greater than \$2000.00. Total deposits may not exceed \$5000.00 per day. We may establish individual limits on the dollar amount and number of items or deposits allowed through Mobile Deposit Capture from time to time. If you attempt to make 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 deposits will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

d. Deposit Acceptance

You agree that the Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via a Mobile Deposit session. In the event that the Service is interrupted or is otherwise unavailable, you may deposit checks in person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

e. Service Eligibility

You must be a member in good standing to utilize this Service. In order to be eligible to use the Mobile Deposit Service, you must be 18 years old, have a share draft account at the Credit Union, and download the necessary Mobile Deposit Service software/application to access the Mobile Deposit Service. By using the Mobile Deposit Service, you certify that the requirements of the foregoing sentence are met. Eligibility is at the sole discretion of the Credit Union. We may suspend or permanently revoke this Service at any time. This Service is available exclusively to mobile banking users only through the Credit Union's mobile banking app.

2. YOUR RESPONSIBILITIES

a. Member Account

You must designate a Credit Union share draft (checking) account as the settlement account to be used for the purposes of settling transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.

b. Responsibility for Imaging

You are solely responsible for imaging deposit items, accessing the Service from the Credit Union and for maintaining your mobile device. You will be responsible for the payment of all telecommunications expenses associated with the Service. To access this Service, you must download and install the Premier Financial Credit Union App, which may be obtained via various application platforms, and install it on your iOS or Android supported, camera-enabled device. The Credit Union does not endorse any particular device or third-party software and makes no recommendation regarding the appropriateness of the same. The Credit Union shall not be responsible for providing or servicing any scanning equipment or mobile device for you.

c. Deposit Requirements

You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States and in US Currency. For checks not falling within this requirement; you must deposit those checks in person, using a night drop or by mail. You agree that each check you deposit through the Service will meet the image quality standards directed in the application.

For all mobile check deposits, you must endorse the original paper check with your name and providing: "FOR MOBILE DEPOSIT ONLY PFCU". If you fail to provide this endorsement, we may refuse the deposit and return it to you and you agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement. Eligible endorsements must include your signature on the back of the share draft or check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. For example, a proper endorsement would appear as follows:

For Mobile Deposit Only PFCU

John A. Doe

d. Check Retention & Destruction

You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Member Service Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time, not less than sixty (60) days after the transaction posts to your account, in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date the transaction posted. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and

agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation:

- theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and
- unauthorized use of information derived from the original checks.

When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed. Acceptable commercially means of destruction include shredding (preferably via a cross-cut shredder), burning or pulverizing the original check, after which the Image will be the only evidence of the original check.

e. Deposit Prohibitions

You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means:

- Any substitute check, the original of which has already been presented for deposit via the Service;
- Any image of a check that has already been deposited either as an original or as a substitute check;
- Any original check, the substitute check of which has already been presented for deposit via the Service;
- Any check made payable (individually or jointly) to someone or entity who is not an owner on your account;
- Any check which is not endorsed by any payee (checks payable to multiple persons whose names are connected with the word "and," the symbol "&," or an equivalent word or symbol must be endorsed by each payee; checks payable to multiple persons whose names are connected with the word "or" or no words may be endorsed by any one payee);
- Any check not endorsed with the required Mobile Deposit endorsement;
- Any check requiring a verification call before cashing the item including, but not limited to a Comcheck;
- Any check drawn on the same account that you are depositing to;
- Any check that is "non-negotiable" (whether stamped in print or as a watermark);
- Any check which contains an alteration, including any alteration which may be authorized by the maker, issuer or signer, whether such alteration may be on the front or reverse side of the check;
- Checks which you know, suspect or have reason to suspect may be fraudulent or otherwise unauthorized by the account owner of the account on which the check is drawn;
- Any check in which the original payee endorsed the check, and then made the check payable to a subsequent payee (where the words "Pay to the order of" or similar appear as part of the endorsement on the back of the check);
- Any check which contains language of any sort which requires the Credit Union to positively identify the payee's endorsement;
- Any foreign check, which is defined as any check which is payable at or through a financial institution located outside the United States or not payable in U.S. Currency;
- Any check that is incomplete or made payable to cash;
- Any post-dated or stale-dated check;
- Money orders, traveler's checks, savings bonds, or gift checks;
- Temporary checks; and
- State warrants or other instruments that are not checks.

Even though a check may not be eligible for transmission as an image via the Service, you may still be permitted to deposit the check in person at a Credit Union branch or via night drop or mail or other contractually acceptable method. Please contact us for assistance in determining whether or not the item is eligible for transmission as an image.

If you, or any third party, makes, or attempts to make, a deposit in violation of this Agreement you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by the Credit Union from any other deposit accounts with the Credit Union in its sole discretion. You further acknowledge that you, and not the Credit Union, are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

f. Financial Responsibility

You understand that you remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of the Service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application. The Credit Union is authorized to rely on any instructions provided by a person(s) using your access codes.

g. Returned Deposits

Any credit to your account for checks deposited using Mobile Banking is provisional. If original checks deposited through Mobile Banking are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of your image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check along with any applicable returned item fee 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, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

h. Account Reconciliation

You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Member Service Agreement after receipt of your account statement. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

i. Your Representations and Warranties

You represent and warrant:

- That you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions and your actions hereunder, including those of the National Automated Clearing House for ACH transactions;
- That all checks deposited through the Service are made payable to you;
- That all signatures on each check are authentic and authorized; and
- That each check has not been altered and is not counterfeit or otherwise fraudulent.

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge its account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

3. THE CREDIT UNION'S OBLIGATIONS

a. Financial Data

We will review and process your electronic file through a batch process one time per day. The Credit Union agrees to transmit all the financial data under its control required to utilize the Service selected by you and to act on appropriate instructions received from you in connection with such Service, so long as such financial data and instructions are properly submitted by you. The Credit Union shall not have any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Service, except in circumstances where the Credit Union's willful misconduct directly led to a loss. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

b. Service Availability

You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

You understand and agree that we are under no obligation to notify you of any interruption in the Service, and that we assume no responsibility for any technical or other difficulties or any resulting damages that you may incur. In no event will we be responsible for any failure of hardware you have obtained for accessing the Service or your inability to obtain a connection to the Service. The Service is provided on an "as is" and "as available" basis. Your access to and use of the Service is subject to our qualification requirements, and we reserve the right to change those requirements at any time without prior notice to you. We reserve the right to change, suspend, or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. In the event that the Service is unavailable, we may accept your original check for deposit at any of our branches or via night drop or mail or other contractually acceptable method.

c. Exception Items

When we review and process your electronic file, we may reject any electronic image that

we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union there from may nevertheless be returned to the Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. The Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to the Credit Union.

d. Account Information

We will provide you with daily transaction history via the Credit Union's Online Banking service detailing items processed, return items, and deposit adjustments.

4. SERVICES FEES AND CHARGES

Currently there is no monthly service charge for the Mobile Deposit Service. You agree to pay all fees and charges for deposit account services and other services used by you, as set forth on the "Fee Schedule." All fees and charges are subject to change by the Credit Union upon thirty (30) days written notice to you.

5. DISCLAIMER OF WARRANTIES

YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU ASSUME ALL RISKS RELATING TO THE FOREGOING.

6. THE CREDIT UNION'S LIABILITIES FOR MOBILE DEPOSIT

a. Direct Damages

THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS (EXCEPT AS OTHERWISE REQUIRED BY LAW). IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR

DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

b. Your Duty to Report Errors

You will notify the Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one Business Day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Such errors may include, but are not limited to, duplicate images of the same check. Except as otherwise required by law, your failure to notify the Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve the Credit Union of any liability for such error, omission, or discrepancy.

c. The Credit Union's Performance

You acknowledge and agree that the Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by the Credit Union in performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that the Credit Union's systems and procedures established for providing the Service are commercially reasonable.

Limitation of Liability

The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

- We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- The ownership of funds involving a transaction is in question;
- We suspect a breach of the security procedures;
- We suspect that your account has been used for illegal or fraudulent purposes; or
- We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

The Credit Union will not be liable if you fail to report timely any error or discrepancy reflected in an account statement prepared by the Credit Union, or if you fail to report a breach of a security procedure. If the Credit Union fails to perform under this Agreement in accordance with the standards set herein, the Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

7. TERMINATION

You agree that we may terminate this Agreement and your Mobile Deposit Services at any time, in our sole discretion, including: if you, or any authorized user of your Mobile Deposit Services or user with your access codes breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or user with your access codes; or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction; or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective within five

Business Days following receipt of your written notice, directed to us through secure message in our Online Banking portal, by calling member services at (920) 898-4232 or toll free at (877) 891-4232 or mailing notice to 2017 Main Street, New Holstein, WI 53061. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

8. MODIFICATION OF SERVICES; NOTICE

The Credit Union reserves the right to modify the Service from time to time without giving prior notice to you. Your continued use of the Service will indicate your acceptance of any such change to the Service. Except as otherwise required by law, in the event notice is required or provided for in this Agreement, Credit Union shall be deemed to have given notice to you if messages are displayed or accessible through the Mobile Deposit Service or our Online Banking portal.

9. ENFORCEMENT

To the extent allowed by law, you agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Wisconsin as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Wisconsin law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.