

Mobile Remote Deposit Services Agreement

Limits

\$5,000 per day

AND

\$20,000 over any 30-day period

Mobile Deposit is designed to allow you to make deposits of checks (“Original Checks”) to your accounts from home or other remote locations by scanning the Original Checks and delivering the digital images and associated deposit information (“Images”) to us or our processor with your Mobile Device. This service is in addition to other digital banking services. All other agreements you have with us, including the E-Sign and EEFT Disclosure and Online/Mobile Banking User Agreement and Account Agreement remain in full force and effect and are not modified by this Agreement and apply to your use of the Mobile Deposit Service (“Mobile Deposit” or “Service”). In the event of a conflict between this Agreement and any other agreement you have with us, the terms and conditions of this agreement will govern your use of the Service.

Limits

Mobile Remote Deposits are limited to \$5,000 per day and \$20,000 over any 30-day period. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We may adjust these limits at any time.

Eligible items

You agree to scan and deposit only checks, as that term is defined in Federal Reserve Regulation CC (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.).

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

- Checks with an endorsement on the back other than that specified in this Agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks previously converted to a substitute check, as defined in Federal Reserve Regulation CC..
- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable in foreign currency, starter checks, substitute checks, third- party checks, remotely created checks and checks payable to cash.

- Checks that have been post-dated, stale-dated, or are incomplete.
- Cash, money orders, savings bonds, or non-negotiable items.

Requirements

Each Image must provide all information on the front and back of the Original Check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The Image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. **Your endorsement must include your signature and “via Mobile Deposit “for Mobile Deposit only at Landmark Credit Union.”** Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to multiple payees must be endorsed by all payees. If the check is payable to you or your joint account owner(s), any of you can endorse it. If the check is made payable to you and your joint account owner(s), each of you must endorse the check.

Receipt of Deposit

All Images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an Image, we will confirm receipt via email to you. We shall not be deemed to have received the Image for deposit until we have confirmed receipt to you. Your receipt of such confirmation is not a representation or warranty that the transmission was error free, complete or will be considered a deposit and credited to your account. We are not responsible for any Image that we do not receive. Following receipt, we may process the Image by preparing a “substitute check” or clearing the item as an Image.

WE RESERVE THE RIGHT TO REJECT ANY ITEM TRANSMITTED THROUGH THE SERVICE, AT OUR DISCRETION WITHOUT LIABILITY TO YOU. We are not responsible for incomplete items or Images that are dropped or not received by us as a result of transmission error. We reserve the right to charge back any time to an eligible account you own that we subsequently determine was not an eligible item. You agree that we are not liable for any loss, damage, costs or fees you may incur as a result of our chargeback of an ineligible item.

Original Checks

After you receive confirmation that we have received an Image, you must securely store the Original Check for **60 calendar days** after transmission to us and make the Original Check

accessible to us at our request. Upon our request from time to time, you will deliver to us within **10 calendar days**, at your expense, the requested Original Check in your possession. If not provided in a timely manner, we may reverse such amount from your account. Promptly after the 60-day period expires, you must destroy the Original Check **by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction**. After destruction of an Original Check, the Image will be the sole evidence of the Original Check.

You agree that you will never re-present the Original Check. You understand that you will be responsible if anyone is asked to make a payment based on an Original Check that has already been paid.

Returned Deposits

Any credit to your account for checks deposited using Mobile Deposit is provisional. If Original Checks deposited through Mobile Deposit 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 the 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 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.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties

You make the following warranties and representations with respect to each Image:

- Each Image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Original Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Original Check.
- The Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check.
- You are authorized to enforce and obtain payment of the Original Check.

- You have possession of the Original Check and no party will submit the Original Check for payment.
- You are not aware of any factor that could limit, impair or prohibit the collectability of the Original Check.

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

Compliance with Law

You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability

Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Original Checks at our branches or through our ATMs.

Funds Availability

Federal Reserve Board Regulation CC (availability of funds) does not apply when you transmit the electronic Images of checks to us. Funds from Mobile Deposits confirmed as received before close of business on a business day (any day except Saturdays, Sundays, and federal holidays) will generally be credited to your account within the next business day. Deposits confirmed received after close of business on a business day, or on Saturday, Sunday or federal holiday will be credited to your account within the second business day. Funds will be available for withdrawal on the second business day after they are credited to your account, however, we may apply additional and longer holds on funds based on any other factors as determined by us in our sole discretion.

Returned Items

If any item is returned to us for any reason, you authorize us to debit the amount of the item from any of your accounts and assess any fees, as set forth in the current version of our Fee Schedule. Repeated returned deposits may result in the suspension or termination of your ability to use the Service.

Mobile Deposit Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of Original Checks. You will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction.

Your Responsibility

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Alkami and Jack Henry retain all rights, title and interests in and to the Services, Software and Development made available to you.

Your Indemnification Obligation

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Alkami and Jack Henry and hold harmless Alkami, its affiliates, officers, employees and agents, as well as Jack Henry, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Alkami or Jack Henry, unless such claim directly results from an action or omission made by Alkami or Jack Henry in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

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

Termination or Suspension of Service

We reserve the right to terminate the Service at any time without notice to you. Provisions of this Agreement shall survive termination of this Agreement.

We reserve the right to suspend your use of the Service at any time and for any reason, including, but not limited to, use of the Service that is abusive, fraudulent, negligent or any other activity that we determine to be unlawful or harmful.

Error Reporting

In case of errors or questions about your mobile deposits, email us at lcu@landmarkcu.com or call us at 262-796-4500 or write us at Attn: Digital Banking P.O. Box 510870 New Berlin, WI 53151-0870 as soon as you can, if you think your statement is wrong or if you need more information about a deposit listed or not listed on the statement. You can see a complete history of all your mobile deposits at any time inside our mobile applications. We must hear from you within 60 days after we FIRST posted the transfer to your statement. If you fail to do so, we will consider the transaction final and you will be prohibited from making any claim against us.

Amendment

We may amend this Agreement at any time and the changes will be reflected in this document. The Agreement in its then-current form will always be available online and you agree to check the Agreement periodically to make sure you remain comfortable with it. We may require that you accept changes at the time you sign in or we may provide Notice to you at your e-mail or mailing address on file. Amendments will be effective upon the date posted. If you do not want to be bound by any changes, you must not use the Mobile Deposit after their effective date.

Effective October 2022