Valley First Federal Credit Union
Mobile Deposit Disclosure and Agreement

By continuing beyond this page you are agreeing to the terms and conditions in the Valley First Federal Credit Union operating as Valley First Credit Union ("Valley First" or "Credit Union") Mobile Deposit Disclosure and Agreement below. Please read this disclosure carefully and print it for your records. This page will not appear again. A copy of this Agreement can be printed by using your browser's print command and a printer. If you are unable to print this document, a copy can be provided to you by the Credit Union upon request.

Mobile Deposit Disclosure and Agreement

This Mobile Deposit Disclosure and Agreement, as amended from time to time ("Agreement"), sets forth the terms and conditions governing the use of Valley First Credit Union's Mobile Deposit services ("Services"). Disclosure information that applies to Mobile Deposit services offered by Valley First Credit Union is given below. Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, Mobile Deposit services offered by Valley First Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the terms ("you") and ("your(s)") refer to the member, and the terms ("we"), ("us"), ("our(s)") and ("Credit Union") refer to Valley First Credit Union. All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). This Agreement is incorporated by this reference and becomes a part of Valley First Credit Union's Online Banking Agreement effective June 1, 2017.

Electronic Disclosure of Mobile Deposit Disclosure and Agreement

By accessing the Mobile Deposit services, you acknowledge electronic receipt of the Credit Union's Mobile Deposit Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

Services

Mobile Deposit Service allows you to remotely deposit paper checks from your mobile device to your Credit Union account by electronically transmitting a digital image of the paper check to the Credit Union.

Who is Bound by This Agreement

Each person ("signer") who accepts the online Mobile Deposit Agreement agrees to be bound by the terms and conditions of this Agreement. If more than one person accepts this Agreement, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors. By accessing the system, or authorizing anyone else to access the system, and/or by accepting the terms of this Agreement, you agree to be bound by the terms and conditions of the Agreement.

Eligibility Requirements for Mobile Deposit Service

To be eligible for Mobile Deposit, you must be at least eighteen (18) years old, have a checking account open for a minimum of 60 days with a debit card and be a Valley First member in good standing.

Right to Receive Documentation of Transactions

You will receive a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will receive a statement at least quarterly.

System Requirements

To use the Mobile Deposit service, you must have an eligible account, be a member in good standing, have a mobile device with a camera and Internet access and maintain the hardware and software as specified by Valley First Credit Union from time to time. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information. You may only submit items through the Mobile Deposit service using the Valley First Credit Union mobile application specifically designated by the Credit Union for such purpose.

How to Notify Us in Case of Errors

If you believe there has been an error with respect to any original check or image transmitted to the Credit Union for deposit, call us at (877) 549-4567. You may also send a letter to PO Box 1411, Modesto, CA 95353.

Business Days

For purposes of these disclosures, our business days are Monday through Friday, excluding holidays.

Charges

All fees associated with the Mobile Deposit services are disclosed in our Schedule of Fees. You are responsible for paying the fee(s) for the use of the Services. Valley First Credit Union may change the fees for use of the Services at any time pursuant to the section titled "Amendments." You authorize the Credit Union to deduct any such fees from any Valley First Credit Union account in your name.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

1. When it is necessary to complete the transaction;

2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;

3. In order to comply with government agency or court orders or other legal process; or

4. If you give us your prior oral or written permission.

Address Change

You are required to keep the Credit Union informed of your current address to ensure correct mailing of monthly statements. You can do this through Online Banking under Preferences and selecting Manage Contact Info or by calling us at (877) 549-4567.

Amendments

Valley First Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. We will notify you of any material change to this Agreement upon next use of the service. You will be prompted to accept or reject any material change to this Agreement upon next use of the Services after Valley First Credit Union has made the change before you will be permitted to continue accessing the Services. Your acceptance of the revised Terms and Conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement.

Service and Maintenance

From time to time, the Credit Union may disable the Mobile Deposit service without prior notice for scheduled maintenance and upgrades to the system. The Credit Union will display a message on our Online Banking home page or

send a secure message or text message notifying users of any scheduled down time.

Termination

Either party may terminate this Agreement and the Mobile Deposit service without prior notice. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) You will immediately cease using the service, and (ii) you shall promptly remit all unpaid monies due under this Agreement. You may terminate Mobile Deposit service by contacting the Credit Union at any time by calling us at (877) 549-4567. You may also send a letter to PO Box 1411, Modesto, CA 95353. Upon your request, the Credit Union will terminate service within 10 business days of notification. The Credit Union reserves the right to terminate this Agreement or limit your use of Mobile Deposit service at any time and for any reason at our discretion, with or without cause and without prior notice. Examples of when we may terminate this Agreement and the use of Mobile Deposit service without prior notice include, but are not limited to:

i. If you breach this or any other agreement, we may have with you;
ii. If we have reason to believe that there has been or may be an unauthorized use of your User ID, Password and Authentication Method or account(s);
iii. If there are conflicting claims as to the funds in any of your account(s);
iv. If you request us to do so;
v. If you do not access Mobile Deposit service for a period of 30 days or longer; or
vi. If you have insufficient funds in any one of your Credit Union accounts.

Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to Mobile Deposit service and does not terminate your other relationships with us.

Any termination will not affect obligations arising prior to termination, such as the obligation to process any checks and electronic items (including returned digital items) that were in the process of being transmitted or collected prior to the termination date.

The Credit Union may immediately suspend or terminate your access to the Service in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the Service or the Credit Union from harm or compromise of integrity, security, reputation, or operation.

Attorneys' Fees

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

Additional Benefit Enhancements

The Credit Union may, from time to time, offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

Reservation of Rights

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

Other Agreements

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, LOSS OF DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICE, OR YOUR BREACH OF THIS AGREEMENT, 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.

Severability

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Funds Availability

Funds from deposited items will be available according to the Credit Union's Funds Availability Policy previously provided to you, as amended from time to time, which is incorporated herein by reference. Member agrees that the imaging and transmitting of checks does not constitute receipt by the Credit Union. For purposes of determining availability of funds, checks successfully scanned and transmitted via the Mobile Deposit service by 2:00 p.m. Pacific Time (PT) on a business day that we are open will be considered received by the Credit Union on the first business day following the day of deposit. 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. Checks successfully scanned and transmitted via the Services after 2:00 p.m. PT, or on a day that we are not open, will be considered received by the Credit Union on the next business day we are open

Requirements of Checks Transmitted

Prior to photographing the check, you must add: "For Mobile Deposit Only At Valley First Credit Union;" your Credit Union account number; and your signature endorsement to the back of the check, or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as Valley First Credit Union may establish from time to time.

You must provide the Credit Union a complete, legible and accurate image of the front of the check showing the name of the drawer/payor and signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information. You must also provide the Credit Union a complete, legible and accurate image of the back of the check showing your signature endorsement.

You agree to scan and deposit only "checks," which includes a negotiable demand draft drawn on or payable through or at an office of a bank; a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank, the Treasury of the United States, a state government or unit of general local government that is not payable through or at a bank; a U.S.P.S. money order; or a traveler's check drawn on or payable through or at a bank. When the image of the check transmitted to Valley First Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of, and subject to, Divisions 3 and 4 of the California Commercial Code.

Deposit Limitations

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Mobile Deposit service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned.

The aggregate daily deposit limit for deposits made through Mobile Deposit service is subject to change at any time, with or without notice.

The following are check items not accepted for deposit through the Mobile Deposit service:

1. Checks made payable to any person or entity other than the person or entity who owns the account in which the check is being deposited (third-party checks)

2. Checks containing an alteration on the front of the check or item, or which 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

3. Checks displaying a "non-negotiable" or "void" notation or watermark

4. Checks payable jointly, unless deposited into an account in the name of all payees

5. Checks previously converted to a substitute check, as defined in Reg. CC

6. Checks drawn on a financial institution located outside the United States

7. Checks that are remotely created checks, as defined in Reg. CC

8. Checks not payable in United States currency

9. Checks dated more than 6 months prior to the date of deposit

10. Checks or items prohibited by Valley First Credit Union's current procedures relating to the services or are otherwise not acceptable under the terms of your Credit Union account

11. Checks payable on sight or payable through Drafts, as defined in Reg. CC

12. Checks with any endorsement on the back other than what is specified in this agreement

13. Checks that have previously been submitted through the Services or through a remote deposit service offered at any other financial institution

14. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

15. Checks that are in violation of any federal or state law, rule, or regulation

Member Responsibilities

You are solely responsible for:

1. Transmitting to the Credit Union a complete, accurate and legible image of the front and back of the original check without any alteration

2. Paying any overdraft or NSF fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid

3. Ensuring the safekeeping or destruction of the original item after the item has been photographed, transmitted and deposited electronically

Your Responsibility When the User ID, Password and Authentication Method are Used

We are entitled to act upon instructions we receive with respect to Mobile Deposit service under your Online Banking User ID, Password, and Authentication Method. You are liable for all transactions made or authorized with the use of your User ID, Password, and Authentication Method. We have no responsibility for establishing the identity of any person who uses your User ID,

Password, and Authentication Method.
You agree that if you give your User ID, Password, and Authentication Method to anyone or fail to safeguard its secrecy, you would be in violation of your obligations under Valley First Credit Union's Electronic Funds Transfer Disclosure.

You agree to take appropriate steps to ensure that all User ID's, Passwords, Authentication Methods and any other applicable security procedure issued to its agents, representatives, employees or officers are protected and kept confidential.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to Mobile Deposit service, whether caused by the device, software, the Credit Union, Internet services providers, Internet browsers, or the parties providing communication services to or from us to you.

We are not liable for war, acts of government that may restrict or impair use of Mobile Deposit service, hurricanes, floods, or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us, Mobile Deposit service used in conjunction with your User ID, Password and Authentication Method, you authorize the Credit Union to complete the transaction. Any requests or instructions we receive from you through Mobile Deposit service using your User ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, check images, changes to accounts or services or any other communication you provide us through Mobile Deposit service using your User ID, Password and Authentication Method.

Data Protection

You understand the importance of your role in preventing misuse of your accounts through Mobile Deposit service, and you agree to promptly examine your paper statement for each of your Credit Union accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information. Notwithstanding our efforts to insure that Mobile Deposit service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Mobile Deposit service or email transmitted to and from us, will not be monitored or read by others.

Contact in Event of Unauthorized Access.

If you believe that your User ID, Password or Authentication Method has been lost or stolen, or that someone has accessed Mobile Deposit service without your permission, call us at (877) 549-4567.

Record Retention and Destruction

You agree that all items belong to the you and not to the Credit Union and that those items shall be handled in accordance with this Agreement. After receipt by the Credit Union of any transmission by you of imaged items for deposit to your account, the Credit Union will acknowledge by electronic means, its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Mobile Deposit service for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the 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, (i) theft or reproduction of the original checks for purposes of presentment for deposit (i.e. after the original checks have already been presented for deposit via the Mobile Deposit service), and (ii) unauthorized use of information derived from the original checks. When you destroy and dispose of the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process, and, once destroyed, the original checks are no longer readable or capable of being reconstructed (i.e. through the use of competent shredding equipment).

Presentment Prohibitions

You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any Substitute Check that has already been presented for deposit via Mobile Deposit service or (ii) any original check, the Substitute Check of which has already been presented for deposit via Mobile Deposit service. You agree that the aggregate amount of any items that 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 accounts with the Credit Union in its sole discretion. You further acknowledge that you, not the Credit Union, is responsible for the processing and handling of any original items that 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.

Member Warranties

By using the Mobile Deposit service, you represent and warrant that:

i. You will comply with all federal and state laws, and rules and regulations applicable to online transactions, including, but not limited to, those of the National Automated Clearing House for ACH transactions and Regulation CC's warranty provisions for substitute checks;
ii. All checks scanned through image transport are made payable to the you, issued within the United States of America and its territories, and in U.S. Currency;
iii. All signatures on each check are authentic and authorized;
iv. Each check has not been altered;
v. Images meet quality Federal Reserve Bank and/or American National Standards Institute (ANSI) standards;
vi. You will not deposit the original item;
vii. Credit union will not sustain a loss because you deposited an image;
viii. You will maintain a valid email address on file with the Credit Union; and
ix. You will comply with all security procedures established by the Credit Union and agree to not bypass, override, or disable any security mechanisms in the software or processing device.

Indemnity

You agree to indemnify, defend and hold harmless the Credit Union and its shareholders, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from:

a) Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
b) Calculation or data entry errors made by you.
c) Any material breach of this Agreement or violation of any applicable law, statute, or regulation in the performance of your obligations.
d) Your failure to securely maintain your hardware, your security credentials, or to securely maintain or dispose of any original check.

You shall be provided with prompt notice of any claims and given full authority and assistance (at your expense) for the defense of any such claims; provided that the Credit Union may participate in such defense and settlement with counsel of the Credit Union's own choosing at the Credit Union's own expense;

provided, further, however, you shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld). You further authorize the Credit Union to charge the 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.

This section shall survive the termination of the Mobile Deposit service.