

AHCUC E-Services: Internet Branch and Mobile Branch
ACCOUNT ACCESS AGREEMENT, DISCLOSURE STATEMENT
AND CONSENT TO ELECTRONIC COMMUNICATIONS

ANOKA HENNEPIN CREDIT UNION

The AHCUC E-Services: Internet Branch and Mobile Branch (“Agreement”) establishes the rules that cover your electronic access to your account(s) at Anoka Hennepin Credit Union (“Credit Union”) through AHCUC E-Services: Internet Branch (“Internet Branch”) and Mobile Branch. **This Agreement is revised periodically and it may include changes from earlier versions. By accessing your account and engaging in E-Services, you agree to the most recent version of this Agreement, which is always available to you online. You may withdraw your consent at any time by contacting us at the contact information listed herein and discontinuing your use of E-Services.** You will be bound by this Agreement when you enroll in Internet Branch. You also accept all the terms and conditions of this Agreement, and any amendments, addendums and supplements or any changes thereto, by using the Internet Branch. If there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address AHCUC’s E-Services, this Agreement will control in resolving those inconsistencies.

Enrolling in the Internet Branch accepts the included Consent to Electronic Communications agreement. You can review, download and print the most current version of this Agreement at any time at www.ahcu.coop. Please read it carefully and retain for your records.

This Agreement is also subject to applicable federal laws and the laws of the State of Minnesota (except to the extent this Agreement can and does vary from such rules or laws). If any provisions of this Agreement are found unenforceable or invalid, all remaining provisions will continue in full force and effect. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party or any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union’s successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement. This Agreement, together with the Membership and Account Agreement constitutes the entire agreement between you and the Credit Union with respect to the subject matter hereof and there is no understanding or agreements relative hereto which are not fully expressed herein.

The words “you”, “your”, and “yours” refer to the Anoka Hennepin Credit Union member(s) jointly and severally. The words “we”, “us”, “our”, “AHCUC” and “Credit Union” refer to Anoka Hennepin Credit Union. This Agreement and Disclosure Statement (hereinafter “Agreement”) explains and describes the types of Electronic

Funds Transfers which are available to you with our E-Services. This Agreement also contains your rights and responsibilities concerning transactions that you make through the E-Services, including your rights under the Electronic Funds Transfer Act.

To qualify for access to Internet Branch, you must be a Credit Union member in good standing with a qualifying account. Internet Branch may not be accessible to Business and Organizational accounts. Other conditions may apply.

ANOKA HENNEPIN CREDIT UNION CONSENT TO ELECTRONIC COMMUNICATIONS

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts using our E-Services. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information “in writing” in connection with our E-Services – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use Electronic Communications in our relationship with you. By enrolling for Internet Branch, you are acknowledging that you have reviewed, read and agree to this **Consent to Electronic Communications**. You are further confirming that you have the hardware and software described below, that you are able to receive and review Electronic Communications in the manner we have described below, and that any email address or mobile phone number(s) you have provided to us are active and valid. You are also confirming that you are authorized to, and do, consent on behalf of all other account owners, authorized signers, authorized representatives, delegates and/or service users identified within your AHCUC products, including each and every account, product or service that we offer that you apply for, own, use, administer or access, either now or in the future, as part of our E-Services.

You agree that we may provide you by electronic means the following information with respect to any share, deposit and loan accounts that you maintain at the Credit Union:

- This Consent to Electronic Communications and any subsequent amendments;
- Our E-Services: Internet Branch and Mobile Branch Agreement, other service or user agreements for online or mobile access to our E-Services or AHCUC products accessible solely through our E-Services, and all amendments or addendums to any of these agreements;
- The agreements that cover your accounts;
- Your monthly account statement;
- All of the disclosures that we are required to give you from time to time under the federal or state laws, including, but not limited to, the following:
 1. The Truth in Savings Act;
 2. The Electronic Fund Transfers Act; and
 3. The Expedited Funds Availability Act.
- Other periodic or special notices (such as change in terms notices, hold notices on availability of funds, or error resolutions notices if you assert your rights under the federal consumer protection laws and regulations);

- Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, over limit fees, and returned item fees;
- Notices regarding our privacy practices and policies, and notices and ballots in connection with annual or special membership meetings;
- Notices of amendments to any of your agreements with us; and
- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion, in connection with your AHCUC products or our E-Services.

In this Agreement, this information is called “Electronic Communications.”

Computer Requirements

To receive and retain Electronic Communications, you will need:

- An Internet Browser that supports Secure Socket Layer (SSL) protocol and 128-bit encryption, such as Internet Explorer, Mozilla Firefox, Safari or Chrome.
- A method for receiving e-mail communications.
- AHCUC E-Services: Internet Branch account access, required for receiving e-statements.
- Adobe Reader, which you can download for free from <http://www.adobe.com/>
- A personal computer, operating system, and telecommunications connections to the Internet that will support the programs mentioned above.
- Sufficient electronic storage capacity on your hard drive or other storage medium, or a printer that is capable of printing from your Internet Browser.

If we change the hardware and software requirements to access and retain Electronic Communications, we will notify you of these changes at least 30 day in advance, and give you a notice of your right to withdraw your consent to receive Electronic Communications. You will not be charged a fee for withdrawing your consent. Continuing to use E-Services after receiving notice of the change is reaffirmation of your consent.

How Electronic Communications Will Be Made

You authorize us to send you Electronic Communications by either of the following methods:

- The Electronic Communication will be contained in, or attached to, an e-mail message that we send to the e-mail address you provided to us. An Electronic Communication sent by email is considered to be sent at the time that it is directed by our email server to the appropriate email address, whether or not you received the email.
- The Electronic Communication will be posted to our Website. We will send you a notice, either to the e-mail address you give us or to your mailing address, alerting you that a new Electronic Communication has been posted to the Website. Account agreements, disclosures and communications that apply to all members will be posted to the public portion of our Website. Electronic Communications specific to your account will be posted on the Internet Branch Website under the

Statement tab. An Electronic Communication made by posting on our Website is considered to be sent at the time it is posted and made available for viewing. An Electronic Communication posted to our Website will be available for at least 90 days from the date it is posted or from the date we send notice alerting you to the Electronic Communication, whichever occurs last.

You agree that these are reasonable procedures for sending and receiving electronic communications.

We may always, in our sole discretion, provide you with any Communication in writing if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

Changing Your E-Mail Address or Mobile Phone Number(s)

You agree to provide us with a current e-mail address to which we may send Electronic Communications and to promptly notify us of any changes to your electronic address.

To notify us of a change in your e-mail address you must do so:

- By calling us at (763) 422-0290 or (800) 785-AHCU (2428); or
- By changing your designation on the Internet Branch Website under Self Service and the Personal Information link; or
- By writing us at:

Anoka Hennepin Credit Union
Attn: Member Services
3505 Northdale Blvd NW
Coon Rapids, MN 55448

If you write us, make sure you include the following information: Your name, account number and your new e-mail address.

Withdrawing Your Consent

You may withdraw your consent to receive Electronic Communications at any time.

Please be aware, however, that withdrawal of consent may result in the termination of:

- Your access to our E-Services, including Internet Branch and Mobile Branch; and
- Your ability to use certain AHCUC products.

To notify us to withdraw your consent to receive Electronic Communications you must do so:

- By calling us at (763) 422-0290 or (800) 785-AHCU (2428); or
- By changing your designation on the Internet Branch Website under Self Service and the eStatement link; or
- By writing us at:

Anoka Hennepin Credit Union
Attn: Member Services
3505 Northdale Blvd NW
Coon Rapids, MN 55448

If you write us, make sure you include the following information: Your name, account number and the date you wish to stop receiving Electronic Communications.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. If you are receiving periodic statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific AHCU product, if you withdraw consent, we may charge higher or additional fees for that product or for services related to it. Please refer to the agreement for the applicable AHCU product for any fee that may apply.

Undeliverable Electronic Communications

If an Electronic Communication is returned to us undeliverable, we will send you a paper copy the next business day via the U.S. Postal Service to the mailing address shown on our records. We, at that point, will then stop sending you Electronic Communications and charge your account a \$10.00 bad address fee. If that happens, a letter will be mailed to you informing you of the change in your status and all future Electronic Communications will be sent to you via the U.S. Postal Service at the mailing address shown on our records.

Paper Copies of Communications

We will provide you with a paper copy of any Electronic Communication upon your request. To request a paper copy of an Electronic Communication, please call us at (763) 422-0290 or (800) 785-AHCU (2428); or write us at Anoka Hennepin Credit Union, Attn: Member Services, 3505 Northdale Blvd NW, Coon Rapids, MN 55448. We do charge a \$5.00 per statement fee for printed statements; however we do not charge a fee for any other type of Electronic Communication.

Consent to Electronic Communications

By agreeing to this form, you give your consent to receive Electronic Communications from the Anoka Hennepin Credit Union regarding all of your share, deposit and loan accounts at the Credit Union. You will designate an e-mail address for the receipt of Electronic Communications on the Webpage titled 'Change e-Statement Options'. We will send an e-mail message to the address to confirm your consent to begin receiving Electronic Communications.

From time to time, you may seek to obtain a new AHCU product or E-Service from us. When you do, we may remind you that you have already given us your consent to use Electronic Communications. If you decide not to use Electronic Communications in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other AHCU product or E-Service.

ENROLLING IN INTERNET BRANCH

Your member Account Number, Social Security Number and Address Number are required for initial enrollment to Internet Branch.

Users will create a personalized Logon ID and Security Code.

Logon IDs can be between 6 and 50 alpha numeric characters.

Security Codes must have a minimum of 8 alpha-numeric characters. A minimum of 2 numeric and 2 alpha characters is required.

You accept responsibility for periodically changing your Logon ID and protecting the integrity of the Logon ID to protect unauthorized transactions and account access.

Granting access to your account via Internet Branch to any non-owner will make you financially liable for all losses or misuse of your account(s).

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications – including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from us and our 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 for non-marketing purposes. Calls and messages may incur access fees from your mobile services provider. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by visiting us at a branch, or by calling us at (763)-422-2090 or 800-785-2428, or by any other reasonable means. If you have provided a wireless telephone number (s) on or in connection with this account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) for which you are providing your consent to be contacted.

You have the ability to update your contact information and manage your communication preferences at any time by visiting us at a branch, logging into your account online at www.ahcu.coop, or by calling us at (763)422-0290. Please see our Privacy Policy (available online or in a branch) to learn more about how we use and share your information.

1. OWNERSHIP, CONTROL AND ACCESS

A. For any account you own with us from which you are eligible to conduct transactions using E-Services (“Eligible Account”) that is owned by more than one person, each owner individually has the right to provide AHCUC with instructions, conduct any transaction, make any decision, obtain any information or make any request associated with the account. We may act on the instructions of any owner without having liability to any owner. Please refer to the specific Account Documentation for your Eligible Account and E-Services for more details.

B. You represent and warrant that any person to whom you disclose or provide access to your security information or provide access to your Eligible Accounts through Internet Branch or Mobile Banking (“Authorized Representative”) will be acting as your agent and on your behalf, will be bound by this Agreement and any

Account Documentation governing the Account, and is fully authorized by you to act based on the rights you delegate to them. Any transaction that an Authorized Representative performs on an Eligible Account, including those you did not want or intend, are for all purposes transactions authorized by you. The account owner(s) of the Eligible Account are solely responsible for those transactions and we are not responsible for them except when required by law. To revoke an Authorized Representative's authority to perform transactions on your Eligible Account(s) using your own security information, you must change your password within our Internet Branch and notify us that an Authorized Representative is no longer authorized. Only transactions that you did not want or intend and that the Authorized Representative performs after we have had a reasonable opportunity to act on your notification will be considered unauthorized transactions. If you are appointed as an Authorized Representative on an Eligible 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 Eligible Account through Internet Branch or Mobile Branch, you represent and warrant to us that your action is authorized by the appointing account owner.

2. INTERNET BRANCH.

You may reach the Internet Branch at <https://www.ahcu.coop>. You can use Internet Branch 7 days a week, 24 hours a day, 365 days a year, although some or all of the Internet Branch services may not be available occasionally due to emergency or scheduled system maintenance. The use of your Logon ID is required to access Internet Branch. You can perform the following transactions on ALL ACCOUNT(S) TO WHICH YOU ARE AUTHORIZED AND HAVE BEEN GIVEN ACCESS TO:

- a) Obtain balances and other account information on share/savings and draft/checking accounts in addition to share certificates, IRAs, and loans. Internet Branch does NOT support information regarding MasterCard® credit card accounts.
- b) Make transfers between share/savings, draft/checking, and loan accounts.
- c) Transfer advances from your personal line-of-credit loan to share and share draft accounts.
- d) Review share/savings history, draft/checking history, certificate history, and loan history for the life of the accounts.
- e) Make transfers from your share accounts to other share accounts that you share an association.
- f) View check copies.

3. MOBILE BRANCH SERVICES

- A. Mobile Branch is offered as a convenience and supplemental service to our E-Services available through Internet Branch. It is not intended to replace access to Internet Branch from your personal computer or other methods you use for managing your accounts with us. Many services that are described in this

Agreement or available through the Internet Branch will be available with Mobile Branch. Such services will be subject to the same terms and limitations described in your Account Documentation. However, not all E-Services are available through Mobile Branch. You may determine which Mobile Branch services are available for Mobile Devices at any time by logging into Mobile Branch. The most up-to-date list of services that you may be able to access through Mobile Branch will also be posted on the Internet Branch website.

- B. Once you enroll for Mobile Branch, designated Eligible Accounts and payees (or billers) enrolled for Internet Branch may also be accessible through Mobile Branch. Mobile Branch Services (e.g. viewing balances, searching for transactions, viewing transactions, internal transfers, SMS text alerts and banking, and the Mobile Check Deposit service), may be added, reduced or modified by us from time to time without prior notice except as required by law. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services. We may also modify, reduce or expand the geographic areas in which we offer Mobile Branch or any of its functions or services. We reserve the right to refuse to make any transaction you request through Mobile Branch. Mobile Branch services are subject to the Terms and Conditions for Mobile Banking and Mobile Check Deposit User Addendum which supplement and become part of this Agreement.
- C. We do not guarantee functionality of Mobile Branch (or any specific Software that we provide with respect to Mobile Branch) on all Mobile Devices, on all communication networks, in all geographic regions, or at all times. We may elect to discontinue Mobile Branch (or any of the services that we provide, from time to time, through Mobile Branch) at any time. If we choose to discontinue Mobile Branch, we will provide you with reasonable notice.

4. LIMITATIONS ON TRANSFERS

Federal regulations limit transfers for share/savings accounts and money market accounts, if applicable. During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer. This includes transfers by phone, fax, wire and cable, audio response, overdraft transfers to checking and Internet instruction. No more than three of the six transfers may be made by check, draft or debit card, or similar order to a third party. A pre-authorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearinghouse (ACH). If you exceed the transfer limitations set forth above in any statement period, the transfer may not be completed, your regular share account and draft account may be subject to a fee, account closure, or suspension or we may revoke your access to Internet Branch. We will not be required to complete a withdrawal or transfer from your account(s) if you do not have enough money in the designated account(s) to cover the transaction; however, we may complete the transaction. You agree not to use Internet Branch to initiate a transaction that would cause the balance in your

designated account(s) to go below zero. If you have a line-of-credit, you agree not to use Internet Branch to initiate a transaction that would cause the outstanding balance of your line-of-credit to go above your credit limit. We will not be required to complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request. We also will refuse to complete your Internet Branch transactions if we have canceled your Internet Branch access, or we cannot complete the transaction for security reasons.

The functions and limitations of Internet Branch may be updated, without notice, at the option of the Credit Union in order to provide improved service to the membership.

5. **FEES FOR INTERNET BRANCH.** Currently there is no monthly service fee for using Internet Branch; however, we may implement a fee as required by applicable federal and/or state regulations and in such case, we will notify you as soon as practicable. If at that time, you choose to discontinue using Internet Branch, you must notify us in writing.
6. **USE OF YOUR SECURITY INFORMATION.** You are responsible for keeping your Password and User ID (“Security Information”) and Eligible Account information confidential. You further agree to take every reasonable precaution to ensure the safety, security and integrity of such information when using a computer or your Mobile Device to access the E-Services, including compliance with any other security procedures and protocols we may require from time to time. In order to protect yourself against fraud, you should adhere to the following guidelines:
 - Do not give out your account information or security information;
 - Do not leave your computer or Mobile Device unattended while you are in the Credit Union’s Internet Branch website or Mobile Branch and log off immediately at the completion of each Internet Branch or Mobile Branch session;
 - Never leave your account information within range of others; and
 - Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.
 - We recommend that you change your security information regularly.

Your use of your security information shall have the same effect as your signature to authorize instructions you provide to us. If you believe your security information has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at (763)422-0290 or 800-785-2428 during our regular business hours. If you believe your Password has been lost or stolen, please use the Password change feature within the Internet Branch section of the website to change your Password. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or you need to stop a payment that is scheduled to occur.

7. **ACCOUNT STATEMENTS.** Your periodic statement will identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions.

8. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. In case of errors or questions about electronic transfers, telephone us at the number below, E-mail us at email@ahcu.coop, or send us a written notice to the address below as soon as possible. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

(763)422-0290 or 800-785-2428

Anoka Hennepin Credit Union

Attention: Member Services

3505 Northdale Blvd NW

Coon Rapids, MN 55448

- a) Tell us your name and member number.
- b) Describe the error or the electronic transaction you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- c) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will notify you with the results of our investigation within 10 business days (20 business days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) after we hear from you. We will correct any error promptly. If we need more time, we may take up to 45 days (90 days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 days if the complaint or error involves a transaction to or from an account within 30 days after the first deposit to the account was made) for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account. If we decide that there was no error, we will reverse any credits previously given and we will send you a written explanation within 3 business days after we finish our investigation. You may request copies of the documents we used in our investigation.

9. LIABILITY FOR UNAUTHORIZED TRANSACTIONS. You will be liable for unauthorized access to accounts via Internet Branch or Mobile Branch to the extent allowed by applicable federal and state law. You must tell us AT ONCE if you believe your Member number, or Logon ID, or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority. You may telephone us at (763)422-0290 or 800-785-2428, E-mail us at email@ahcu.coop, or mail to Anoka Hennepin Credit Union, Attention: Member Services, 3505 Northdale Blvd NW, Coon Rapids, MN 55448. Telephoning is the best way of minimizing your liability. You could lose all the money in your accounts, plus your maximum overdraft line-of-credit. If you tell us within two (2) business days of the loss, theft, or unauthorized access, you can lose no more than \$50 if someone

accessed your account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized access, and we can prove we could have stopped someone from accessing your account without permission if you had notified us, you could lose as much as \$500.

Further, if your statement shows transfers that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not receive any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

10. TRANSACTIONS THAT ARE NOT COMPLETED. If we fail to complete a transfer to or from your designated account(s) on time and in the correct amount, and we have agreed to perform such transfer(s) (with certain exceptions), we may be liable for your losses or damages. Section 4 of this Agreement lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable:

- If we have terminated this Agreement.
- If through no fault of ours, you do not have enough money in your account(s) to make the transfer.
- A legal order directs us to prohibit withdrawals from the account(s).
- The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions we have taken.
- You have reported an unauthorized use of your Member Number and Password, reported it as stolen, or requested that we issue a new Password, and we have as a result refused to honor the original Password.
- If your account is closed, frozen, or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit loan.
- If any part of Internet Branch is not working properly and you knew about the problem when you started the transactions.
- If other exceptions are introduced as provided by applicable law.

11. INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS. You authorize us to obtain any information deemed necessary to process your request for access to Internet Branch or Mobile Branch. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:

- a) Where it is necessary for completing or documenting transactions or resolving errors involving transactions.
- b) In order to verify the existence and condition of your designated account(s).

- c) In order to comply with orders or subpoenas of government agencies or courts.
- d) If you give us written permission.

12. OUR BUSINESS DAYS. Our business days are Monday through Friday, other than legal banking holidays.

13. PRE-AUTHORIZED PAYMENTS. You may not use Internet Branch or Mobile Branch to enter into pre-authorized payment arrangements.

14. OUR RULES AND REGULATIONS AND OTHER AGREEMENTS. Your designated account(s) may also be governed by other agreements between you and us. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union account(s) as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

15. EVIDENCE. If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche, or photograph will have the same validity as the original.

16. TERMINATING THIS AGREEMENT. You can terminate this Agreement at any time by notifying us in writing via a letter in the mail or a message thru the Internet Branch messaging system and by discontinuing the use of your Logon ID. We can also terminate this Agreement and revoke access to Internet Branch at any time. Whether you terminate the Agreement or we terminate the Agreement, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Logon ID after this Agreement has been terminated.

17. CHANGING THIS AGREEMENT. We may change any term of the Agreement at any time. If the change results in increased fees for any services, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of at least 21 days before the effective date of any such change, unless any immediate change is necessary to maintain the security of an account, or our electronic fund transfer system, or for any security reasons. We will post any required notice of change in terms in the quarterly newsletter, on our web site, personal e-mail, or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject system services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

18. NOTICES. All notices from us will be effective when we have mailed them or delivered them to the last known address in the Credit Union's records. Notices from

you will generally be effective once we receive them at Anoka Hennepin Credit Union, Attention: Member Services 3505 Northdale Blvd NW, Coon Rapids, MN 55448. Notices will be effective once you have done whatever is reasonably necessary to give us the information we need, such as by telephoning us.

19. COLLECTION EXPENSE. If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.

20. GOVERNING LAW. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the state of Minnesota. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

Anoka Hennepin Credit Union

Mobile Check Deposit User Addendum To AHCU E-Services: Internet Branch and Mobile Branch Agreement

You can review, download and print the most current version of this Addendum at any time at www.ahcu.coop. You should print a paper copy of this Addendum and retain a copy for your records.

This Mobile Check Deposit User Addendum ("Addendum") contains the terms and conditions for your use of the Mobile Check Deposit Services that Anoka Hennepin Credit Union (AHCU) is providing to you ("you," or "User") through Mobile Banking. This Addendum supplements and becomes part of AHCU's E-Services: Internet Branch and Mobile Branch and AHCU's Terms and Conditions for Mobile Banking with you. The E-Services: Internet Branch and Mobile Branch Agreement, Terms and Conditions for Mobile Banking, this Addendum, your Membership Agreement, and other separate agreements, documents and disclosures relating to your Deposit Accounts (defined below), as amended from time to time, are incorporated by reference and made a part of this Addendum, and shall continue to apply in all respects with respect to the Mobile Check Deposit Services, except as amended herein.

1. Services. The Mobile Check Deposit Services ("Services") are designed to allow you to make deposits to your checking or money market accounts ("Deposit Accounts") from home or other remote locations by scanning checks and delivering the images and associated deposit information to AHCU or AHCU's designated processor ("Mobile Deposits"). You may use the Services in connection with Deposit Accounts you have enrolled for Mobile Banking. **You acknowledge and agree that a Mobile Deposit made by you using the Services is not an "electronic funds transfer" as that term is defined in the Consumer Financial Protection Bureau's Regulation E.**

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Addendum. This Addendum is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Addendum or by an online secure message. Your continued use of the Services will indicate your consent to be bound by the revised Addendum. Further, AHCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Activation and Eligibility. To activate the Services, you must first enroll through Internet Branch and Mobile Banking and meet our eligibility requirements. Only Deposit Accounts in good standing and enrolled in Mobile Banking will be eligible for the Services. Deposit Accounts with excessive returned checks or ACH transactions, negative balances, other negative account history or any other criteria we may establish from time to time will not be granted access to use the Services. Deposit Accounts granted access to the Services may be denied future transactions if the Deposit Accounts are no longer in good standing.

4. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

5. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software that meet all technical requirements for the proper delivery of the Services and that fulfill your obligation to obtain and maintain secure access to the Services. You understand and agree that you may 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 Mobile Banking and the Services. AHCUC is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. 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 Mobile Banking and the Services 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.

6. Fees. We may charge fees for the Services. You are responsible for paying the fees for the use of the Services. Any fee that is charged will be disclosed prior to your deposit. AHCUC may change the fees for use of the Services at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize AHCUC to deduct any such fees from any AHCUC account in your name. 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 Mobile Banking and the Services, including, without limitation, SMS text messaging.

7. Eligible items. You agree to only scan and deposit "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You cannot deposit money orders using the Services. When the image of the check transmitted to AHCUC is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- 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
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a “substitute check” or “image replacement document,” as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by AHCUC’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your AHCUC account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any 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 or items that are drawn or otherwise issued by the U.S. Treasury Department
- Checks that are prohibited by AHCUC’s current Membership Agreement with you
- Checks that are in violation of any federal or state law, rule, or regulation.

Checks described above are each a “Prohibited Check.” 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, indemnify 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 AHCUC, 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.

8. Endorsements, Requirements and Procedures. Before capturing a picture of the back of the check image, you agree to restrictively endorse any item transmitted through the Services as follows:

(Your Signature)
For Mobile Deposit Only
Account # _____

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint Deposit Account owner, either of you can endorse it. If the check is made payable to you and your joint Deposit Account owner, both of you must endorse

the check. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

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), the amount of the check, the payee of the check, the date of the check, the check number, 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. You agree to follow any and all other procedures and instructions for use of the Services as AHCUC may establish from time to time. You agree 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.

9. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from AHCUC that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that AHCUC is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

If we determine that you have not complied with this Addendum or followed AHCUC's procedures, or if errors exist in the check image 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. 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.

10. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. As such, longer hold periods may apply. In general, if an image of an item you transmit through the Service is received and accepted before 2:00 PM Central 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 Services will generally be made available in two business days from the day of deposit. AHCUC 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 AHCUC, in its sole discretion, deems relevant. You acknowledge that all credits given by us for a Check are provisional, subject to verification and final settlement.

11. Disposal of Transmitted Items. Upon your receipt of a confirmation from AHCUC that we have received an image that you have transmitted, you agree to securely store and retain the original Check for a period of 30 calendar days from the date of the image transmission. During this retention period, you shall take appropriate security measures to ensure that: (a) only you 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. After 30 days, you agree to destroy the Check that you transmitted as an image, mark it "VOID", write or stamp "SCANNED" on the face of the check, or otherwise render it incapable of further transmission, deposit, or presentment. After destruction of an original Check, the image will be the sole evidence of the original Check. During the time the retained Check is available, you agree to promptly provide it to AHCUC upon request. If not provided in a timely manner, such amount will be reversed from your Deposit Account. You agree to indemnify us for, and hold us harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, or 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 agree that you will never represent the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original Check that has already been paid.

12. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time (collectively the "Limits"). 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 Addendum, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$2,500.00 per business day for retail banking clients. In addition, the current dollar limit per item deposited is \$1,000.00. The current daily dollar limit per business day and current dollar limit per item deposited are available at www.achuc.coop or by contacting AHCUC at (763)422-0290. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may vary for users of other services, such as to AHCUC OnSite Deposit.

13. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in AHCUC's sole discretion subject to the Anoka Hennepin Credit Union Membership and Account Agreement governing your account. AHCUC shall not be liable for the negligence of any clearing agent.

14. Errors. You agree to notify AHCUC of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable AHCUC account statement is sent. Unless you notify AHCUC within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against AHCUC for such alleged error.

15. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. AHCUC bears no liability to you or

others for any such intercepted or misdirected items or information disclosed through such errors.

16. Image Quality. The image of an item transmitted to AHCUC using the Services must be legible, as determined in the sole discretion of AHCUC. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time-to-time by AHCUC, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

17. User Warranties and Indemnification. You warrant to AHCUC that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- You will not 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.
- Each Check 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.
- All information you provide to AHCUC is accurate and true, including, but not limited to, the amount, payee(s), signature(s), and endorsement(s) on the Check Image and on 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 will comply with this Agreement and all applicable rules, laws regulations, and operating procedures.
- With respect to each Check 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 are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to AHCUC do not contain computer viruses or malware.
- You agree to indemnify and hold harmless AHCUC from any loss for breach of this warranty provision.

18. Mobile Deposit Security. You will complete each Mobile Deposit promptly. If you are unable to complete your Mobile Deposit promptly, you will ensure that your Mobile Device remains security in your possession until the Mobile 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.

19. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

20. Termination. We may terminate this Addendum at any time and for any reason. This Addendum shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Addendum may be terminated if you breach any term of this Addendum, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Anoka Hennepin Credit Union Membership and Account Agreement or any other agreement with us.

21. Enforceability. We may waive enforcement of any provision of this Addendum. No waiver of a breach of this Addendum shall constitute a waiver of any prior or subsequent breach of the Addendum. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Addendum. In the event that any provision of this Addendum shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Addendum shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

22. Ownership & License. You agree that AHCUC and our technology partners retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Addendum. Without limiting the effect of the foregoing, any breach of this Addendum immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to AHCUC's business interest, or (iii) to AHCUC's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Addendum. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

23. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES 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 THE SERVICES, WHETHER EXPRESS 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 SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

24. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL,

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CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANOKA HENNEPIN CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.