

## Mobile Banking Agreement and Disclosure

### Addendum to Online Banking Agreement and Disclosure

#### I. Introduction

CUSB Bank endeavors to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). You agree this is an addendum to the Online Banking Agreement and disclosure and that those terms are still in effect.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice except as may be required by Law.

#### II. Definitions

As used in this Agreement and Mobile Banking services, the following words have the meanings given below: "Account(s)" means your eligible CUSB Bank checking, Savings, Loans, CD information and other CUSB Bank products that can be accessed through Mobile Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)", mean each person with authorized access to your Account (s) who applies and uses the Mobile Banking Service.

"We", "Us", and "Bank" Means CUSB Bank.

#### III. Mobile Banking Service

##### A. Description of Service.

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access you CUSB Bank account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to used Online Banking and then activate your Device within the Online Banking system or using your device to access [airteller.com/cusb](http://airteller.com/cusb). We reserve the right to limit the types and number of accounts eligible and the right to refuse any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition the Service may not be supportable for all devices. CUSB Bank cannot guarantee and is not responsible for the availability of data service provided by your mobile carrier, such as data outages “out of range” issues.

**B. Use of Service.**

In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the Service or your device.

**C. Other Agreements.**

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data, usage, or text messaging charges imposed on you by your mobile service provider for your use of our interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures in place for those accounts and services. You should review these Account Disclosure and Agreements carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

**IV. Permitted Mobile Banking Transfers.**

You may use the Service to transfer funds between your eligible CUSB Bank account (“Internal Transfer”). You may not transfer to or from an Account at another financial institution using Mobile Banking. You may use this Service to make payments to your existing payees through online bill payment.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree this service may access any available Bounce Protection limit and fees may be accessed and you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

#### V. Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking or by using this service:

##### A. Account Ownership/Accurate Information.

You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

##### B. User Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

##### C. User Conduct.

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our

affiliates or service providers, or cause us to lose (in whole or part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-Sale.

You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

E. Indemnification.

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless CUSB Bank, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation, misuse, or misappropriation based on information, data, files or otherwise in connection with the Service; (b) your violation of any law or right of a third party or (c) your use, or use by a third party, of Mobile Banking.

The following is an addendum to the Online Banking Agreement which is only applicable to certain qualified accounts that utilize the bank's Remote Deposit Anywhere Service. This is a discretionary service and CUSB Bank reserves the right to determine if an account is qualified for this service based on length of account relationship and account activity including, but not limited to, average collected balances and prior overdraft activity.

#### Remote Deposit Anywhere Service

In this Addendum ("Addendum"), the words "you" and "your" refer to you as the person or business entity entering into this agreement. The words "you" and "your" also includes any user you authorize to use the CUSB Bank Remote Deposit Anywhere Service on your behalf. The words "we", "us" and "our" refer to CUSB Bank.

This Addendum to the CUSB Bank Online Banking Agreement ("Online Banking Agreement") contains the terms and conditions for the use of CUSB Bank's Remote Deposit Anywhere Service ("Service") via the CUSB Bank Mobile Banking application ("App"), or CUSB Bank Online Banking which allows you to deposit certain checks into qualified CUSB Bank deposit account. Other agreements you have entered into with CUSB Bank, including the disclosures received when opening your account, governing your CUSB Bank account, are incorporated by reference and made a part of this Addendum. Your use of the Service constitutes your acceptance of this Addendum. In the event that the Addendum and the Online Banking Agreement conflict the Addendum shall govern with respect to the service.

#### 1. Description of the Remote Deposit Anywhere Service

The Service enables qualified Online Banking customers to use the App or Online Banking to make certain deposits electronically by using a supported mobile device or compatible flatbed scanner as defined below in Equipment to create electronic image of a paper check or other paper source document payable only in U.S. Dollars (“Item”) by scanning the Item and transmitting it and related data to us. The service enables transmission of those electronic images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to use for review and processing in accordance with this Addendum, which creates an “Electronic Item” of the paper check. After the Electronic Item is reviewed and determined eligible for processing, we will:

a.create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the “Paying Bank”);

b.include the Electronic item in an electronic file for presentment directly or indirectly to the Paying Bank; or

c.present or post any electronic Item for which we are the Paying Bank

In order to enroll in the Service, you must be designated as an authorized signer or owner of a CUSB Bank account that is qualified for this Service and be approved by CUSB Bank. You are solely responsible for information or data that is transmitted, supplied or key-entered by you. As conditions to CUSB Bank’s provision for the Service, you shall (a) maintain your CUSB Bank account in good standing, (b) subscribe to CUSB Bank’s Online Banking Service, and (c) comply with such restrictions on the Service as we communicate to you from time to time.

## 2. Equipment

To use the Service, you must have:

a.a supported mobile wireless handheld device (e.g., iPhone®; other Smartphone; iPad® or similar tablet computer; etc.) with a supported camera, Web Browser, and a supported operating system, (in each case, a “mobile device”), have a data plan for your mobile device, and download the App to your mobile device (collectively, after downloading the App, the “Mobile Device”).

b.a pc or laptop with a supported Web Browser, and a supported operating system that is attached to a flat bed scanner that is TWAIN or WIA driver compatible. Contact CUSB Bank for a list of known compatible flat bed scanners.

CUSB Bank does not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier or your flat bed scanner will be compatible with the Service.

## 3. Endorsement

Before you capture the Electronic Item of any Item, you shall restrictively endorse such Item with your signature and print “For Remote Deposit Only, CUSB Bank” below your signature.

## 4. Eligible Items

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the Electronic Item transmitted to CUSB Bank shall be deemed an "Item" within the meaning of Article 4 of the Uniform Commercial Code. You also agree that you will not use the Service to deposit any items that:

- a. Are made payable to persons or entities other than you;
- b. Are payable jointly, unless deposited into an account in the name of all payees
- c. Have any endorsement on the back other than that specified in this agreement;
- d. Contain alterations on the front of the 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 Item is drawn;
- e. Are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder;
- f. Were previously converted to a substitute item, as defined in Reg CC, or were otherwise cashed or deposited;
- g. Have been previously deposited and returned;
- h. Have been previously submitted or deposited through the remote check deposit service or through a remote deposit capture service of another financial institution;
- i. Are drawn on a financial institution that is not part of the U.S. Federal Reserve Bank System;
- j. Are remotely created checks, as defined in Reg CC;
- k. Are not payable in United States currency;
- l. Are payable to Cash;
- m. Are a US Savings Bond, money order, cashier's check, or travelers check;
- n. Do not bear a signature of the person from whom the item is drawn or lack an issued date;
- o. Are postdated or dated more than 6 months prior to the date of deposit; or
- p. Are prohibited by CUSB Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your CUSB Bank account.

Nothing in the Addendum shall be construed as requiring CUSB Bank to accept any Item for deposit unless the check and its electronic submission meet the requirements of this Addendum, even if CUSB Bank has accepted that type of Item previously, nor shall CUSB Bank be required to identify or reject any checks. If you wish to deposit any Item in your account that is not eligible for the Service, you shall do so only by depositing the original paper check.

## 5. Changes to the Service

CUSB Bank reserves the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. You may reject changes by discontinuing use of the Service. Your continued use of the Service after the date of any such change to the Service shall constitute your acceptance, receipt of notification of, and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in Service, and CUSB Bank shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but CUSB Bank cannot guarantee that such notice will be provided.

## 6. Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time.

## 7. Fees

You agree to pay the fees described in CUSB Bank's Fee Schedule that apply to your deposit account(s). CUSB Bank currently does not charge a fee for the Service. You understand and agree that fees may be changed from time to time. You further understand and agree that any fee for Service is separate and apart from any other charges that may be assessed by your wireless carrier. Your wireless carrier may charge you for data usage, any text messages, or other forms of communication sent to or received from CUSB Bank. You will be wholly responsible for any charges from your wireless carrier associated with the use of this Service.

## 8. Processing Your Electronic Items

If you transmit your Electronic Item to CUSB Bank prior to 4:00 p.m. Central Time on any Business Day, we will review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item(s) after 4:00 p.m. Central Time or on any non-Business Day, we shall review and process your Electronic Item(s) on the next Business Day. A "Business Day" is every day except Saturdays, Sundays and federal holidays. Your Electronic Item(s) is deemed to have been transmitted to CUSB Bank when the Service generates a confirmation message. Receipt of such confirmation does not mean that the transmission was error free or complete.

## 9. Availability of Funds

CUSB Bank will make funds available for checks and items transmitted, accepted, and successfully processed through the Service according to CUSB Bank's standard funds availability policy for your CUSB Bank deposit account used in conjunction with the Service.

## 10. Item Processing

If the Electronic Item transmitted to us does not comply with our processing requirements for content and/or format, we may, in our sole discretion:

a. further transmit the Electronic Item in the form received from you;

- b. repair or attempt to repair the Electronic Item and then further transmit it;
- c. return the data and Electronic Item to you unprocessed and charge back your account.

The Electronic Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing.

We will use commercially reasonable efforts to review each Electronic Item and have the right to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service.

We are not responsible for Electronic Items:

- a. that were previously processed or that we do not receive
- b. that may fail during transmission
- c. that are illegible or contains MICR data that is not machine-readable
- d. that are drawn on banks located outside the United States

#### 11. Disposal of Transmitted Items

You agree to retain and safeguard the paper check for 10 days after you have transmitted the Electronic Item. After 10 days have passed and you have verified that the funds associated with the Electronic Item have been added to your balance, you agree to prominently mark the paper check as "VOID" and properly destroy the paper check to ensure that it is not represented for payment and that all personally identifiable information on the check is not readable.

#### 12. Warranties

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT CUSB BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY CUSB BANK IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

You represent and warrant to us that:

- a. Any Electronic Item we receive accurately and legibly represents all of the information on the front and back of the original paper check as originally drawn;



- b. The information you transmit to us corresponding to a paper check contains a record of all applicable machine-readable MICR-line (the set of numbers at the bottom of the check) information required for a substitute check and the accurate amount of the Item;
- c. The paper check conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- d. The paper check has not previously been deposited and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the paper check or the electronic Item such that the person will be asked to make payment based on a paper check that has already paid;
- e. You will not redeposit through this Service any paper check previously deposited and returned to you unless we advise you otherwise;
- f. After the paper check has been converted to an Electronic Item and submitted for deposit, you shall not otherwise transfer or negotiate the original paper check, substitute check or any other representation thereof. You further agree that you shall be solely responsible for the original paper checks(s), including secure retention, storage, retrieval and destruction of the original paper check(s). If necessary and upon our request, you agree to provide us with the original paper checks(s).
- g. You will employ reasonable security measures sufficient to protect the paper check in transmission and storage that is only accessible by persons needing access to the paper check(s);
- h. You will only transmit original paper check(s);
- i. You will comply with all laws and regulations applicable to you in your use of the Service and not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority. You agree to notify CUSB Bank of any suspected errors regarding items deposited through the Service right away, and to notify CUSB Bank in no event later than 60 days after the applicable CUSB Bank account statement is provided. Unless you notify CUSB Bank within 60 days of receiving your statement, you are prohibited from bringing a claim against CUSB Bank for such alleged error;
- j. All information you provide to CUSB Bank is accurate and true; and
- k. You will comply with this Addendum and all applicable rules, laws and regulations.

### 13. Ownership & License

You agree that CUSB Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your compliance with this Addendum. Without limiting the effect of the foregoing, any breach of this Addendum. You further acknowledge and agree that a third party provider or licensor to CUSB Bank ("Licensor") is the owner of all rights, title and interest in and to the downloaded software to be used for access to the Remote Deposit Anywhere Service from CUSB Bank and the computer programs contained therein in machine readable object code from as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of

the media or form in which they may exist (collectively the “Software”). Subject to the terms and conditions of this Addendum, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Addendum. You shall not: (i) modify, revise or create any derivative works of the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright. Your use of the Service is subject to and conditioned upon your compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) for any purpose which would be contrary to CUSB Bank’s business interest, or (ii) to CUSB Bank’s actual or potential economic disadvantage in any aspect. You may use the Service only 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 Service.

#### 14. Disclaimer

UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE YOUR USE OF THE SOFTWARE, CAPTURE DEVICES, 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 THE SERVICE, 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 (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, FREE FROM DEFECTS OR VIRUSES 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. YOUR USES OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

#### 15. Limitation of Liability

UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OF 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 SERVICE, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, CUSB BANK, ANY OF THEIR CONTRACTORS OR PROVIDERS, OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR, CUSB BANK, OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT

EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE AND THE CHECK DEPOSIT SERVICE.

#### 16. Indemnification

You agree to indemnify us for any loss or expense (including attorney's fees and expenses of litigation) resulting from:

- a. Any material breach in a representation, warranty, covenant, or obligation made by you pursuant to this Addendum or the Online Banking Agreement;
- b. Any claim pertaining to any warranty or indemnity that we make with respect to an Electronic Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items.
- c. Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to (i) duplicate scanning of the same original paper check, (ii) transmission of duplicate Electronic Items, (iii) numerical errors on deposit data entry, and (iv) fraudulent or unauthorized use of your hardware or security credentials.
- d. Your failure to (i) securely maintain your hardware or the original paper check(s), or (ii) properly and timely dispose of the original paper check(s) in accordance with Section 12.

#### 17. Miscellaneous

Security of Your Account Information, Mobile Device and/or Computer. You are responsible for the following:

- a. Maintaining confidentiality and security. Maintaining the confidentiality and security of your Mobile Device or Computer, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Remote Deposit Anywhere Service (collectively, "Access Information").
- b. Preventing unauthorized access. Preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Remote Deposit Anywhere Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data (collectively, "Communication") entered using the Access Information. Any communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to notify CUSB Bank immediately if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Device or Computer. CUSB Bank reserves the right to deny you access to the Remote Deposit Anywhere Service (or any part thereof) if CUSB Bank believes that any loss, theft or unauthorized use of Access Information has occurred.

An Electronic Item deposited into a consumer account is being treated as an electronic fund transfer subject to the Electronic Fund Transfer Act. For specific terms and conditions pertaining to electronic funds transfers, please refer to the Electronic Funds Transfer Disclosure provided to you at the time you opened your account(s).