

**Mobile Deposit Services Agreement**

This Mobile Deposit Services Agreement contains the terms and conditions for the use of Dearborn Federal Savings Bank's Mobile Deposit services. Your use of this service is subject to the approval of Dearborn Federal Savings Bank (the "Bank").

By enrolling in or using Mobile Deposit, or authorizing another to use the service, you agree to comply with the following terms and conditions, those stated in the Bank's Online and Mobile Banking Agreement and Disclosure, and any other agreement you have with the Bank. The Bank may change those terms and conditions.

I. Service Usage

The service allows you to deposit checks into an eligible consumer account with the Bank by taking a picture of the original check(s) with your supported mobile device and electronically delivering the image to the Bank or our processor with the related deposit information.

II. Eligibility

You must be a customer of the Bank in good standing and meet other qualifications for use of Mobile Deposit. You must have internet access and a mobile device compatible with our digital banking platform.

III. Eligible Items for this Service

You agree to deposit only checks made payable to you in U.S. dollars, drawn on a U.S. bank or credit union. You agree that you will not use Mobile Deposit to scan and deposit any of the following:

- Checks made payable to any other person or entity other than you, the owner of the account.
- Checks that have been altered or that you suspect to be fraudulent or not authorized by the owner of the account upon which the check is drawn.
- Checks previously submitted through this service or converted to a substitute check, as defined in The Code of Federal Regulations, specifically Regulation CC.
- Checks that have been previously deposited or negotiated with the Bank or any other financial institution.
- Checks payable jointly unless deposited into an account in the name of all the payees.
- Checks drawn on a financial institution outside of United States.
- Checks not payable in United States currency.
- Checks that are remotely created, as defined in Reg. CC.
- Checks dated more than 6 months prior to the deposit date.
- Checks on which a stop payment has been issued or for which there are insufficient funds.
- Checks that are not acceptable under the terms of your account.

IV. Requirements and Endorsements

Each image must provide all information from the front and back of the original check, including, but not limited to, information about the drawer and paying bank, MICR information, signature(s), any required identification written on the front and endorsement(s) on the back of the original check. The image of the item must be legible and encompass the full check. If an image that we receive from you for deposit to your account does not satisfy our image quality standards, we may reject the deposit.





Endorsements must be made on the back of the check and must include your **signature** and **“for Dearborn Federal Savings Bank mobile deposit only”**. Any delay in processing or a processing error resulting from irregular endorsement or missing or other marking by you will be your responsibility.

A check made payable to two payees must be endorsed by both payees. If a check is made payable to you **or** the joint account owner, either of you may endorse the check.

V. Availability of Funds

Checks deposited through Mobile Deposit are subject to extended holds and will be available according to the Funds Availability Disclosure provided to you in the Account Disclosure. Checks confirmed as being received before 3:00 p.m. deadline on a business day will be credited to your account within 24 hours of receipt. Deposits received after 3:00 p.m. on a business day, or on a holiday or other non-business day, will be credited within 24 hours of the next business day. Funds deposited are subject to the same terms as the Funds Availability Disclosure provided to you in the Account Disclosure. Please note that funds that are credited may not be included in your available balance due to extended holds.

VI. Receipt of Deposited Items

All images processed for deposit through Mobile Deposit will be treated as deposits under your current Account Disclosure with us and will be subject to all terms of the Account Disclosure. When an image is received, we will confirm receipt via email to you. An image of an item is deemed received once you receive a confirmation from the Bank that we have received the image. Receipt of confirmation of the item does not mean that transmission was complete, error free or considered to be a deposit and credit to your account. We reserve the right to reject any item transmitted through this service at our discretion. We are not responsible for items that are not received or for images dropped during transmission. We will notify you via email of rejected images to the current email we have on file with your Online Banking Account.

VII. Deposit Limits

We may establish limits on the number of checks or dollar amount of checks deposited with this service. The limits may change without prior notice to you.

VIII. Destruction of Original Check

After the check has been confirmed as posted to your account, you agree to mark the check as “electronically presented” or “void”. You agree to never re-present the check to DFSB or any other financial institution. You agree to destroy or dispose of the check once you have confirmed the check has been accepted for deposit and has cleared. It is your responsibility to ensure that once destroyed the original check is not readable or capable of being reconstructed.

IX. Returned Deposits

You acknowledge that all credits received for deposits made through this service are provisional, subject to verification and final settlement. You acknowledge credit to your account using Mobile Deposit is provisional and you are solely responsible for any check for which you have been given credit. If the check deposited is returned unpaid or rejected for any reason, you are responsible for loss or overdraft plus any applicable fees to your account





due to an item being returned. You agree we may debit any of your accounts to obtain payment for the returned item. Any item that we return to you may be returned in the form of an Image.

X. Hardware and Software

In order to use the Bank's Mobile Deposit services, you must use, at your expense, a protected mobile device and compatible hardware and software. You are responsible for properly downloading and installing the DFSB Mobile App. You understand that this service may not be available on all mobile devices and we are not responsible for any third-party software you may need to use this service or the costs to download. You may need to upgrade the application from time to time to use mobile services.

XI. Service Disruption

Mobile Deposit may be temporarily unavailable due to maintenance or technical difficulties, due to issues with your internet service provider, cellular provider or internet software. In the event this service is unavailable, you may deposit the original check(s) at any of our branch offices or through our night depository.

XII. Errors

You agree to notify the Bank of any suspected error with a deposited item immediately and no later than 30 days after the applicable statement for the account to which the deposit was made. You can contact us by visiting one of our five offices or by calling 1-800-809-3372. Unless you notify us of the error within 30 days, the account statement containing the deposit made through this service is deemed correct and you cannot bring a claim against us for any alleged error.

XIII. Changes and Removal of Service

We may, at our discretion, discontinue, change or modify this service. We may also terminate this service and agreement with you if we suspect fraud, if you misuse this service, have excessive overdrafts or returned items, or for any other reasons at our sole discretion. You may, by written request, terminate the service provided for in this agreement.

XIV. User Warranty

You warrant to the Bank that you will only transmit eligible items, as described above, that Images will meet the image quality standards and all the information you provide to the Bank is accurate and true. You will not transmit duplicate items or re-present the original item. You will comply with this Agreement, the Online and Mobile Banking Agreement and all applicable rules, laws and regulations.

XV. Disclaimer of Warranties and Limitation of Liability

You acknowledge that this service is provided on an "as is" and "as available" basis. We are not liable for any loss or liability resulting from any failure of your equipment, software, internet browser or internet access provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access this service. The Bank is not responsible for any malware or electronic virus.

Neither the Bank nor its service providers is responsible for any errors or omissions in or to any information resulting from your use of Mobile Deposit. Neither the Bank nor its service providers make any warranty express or implied, regarding Mobile Deposit including any implied warranty of merchantability, fitness for a particular





purpose or noninfringement. Without limiting the generality of the foregoing, the Bank and its service providers disclaim any warranty regarding the operation, performance or functionality of Mobile Deposit, including but not limited to, that Mobile Deposit will operate without interruption or be error free. You further acknowledge that there are security, corruption, transmission-error and access-availability risks associated with using open networks such as the internet and/or telecommunication lines or circuits, and you assume all such risks.

Except as specifically provided in this agreement or otherwise required by law, you agree that neither the Bank nor its officers, directors, employees, agents, service providers or contractors is liable for any indirect, incidental, special or consequential damages under or by reason of the service or products provided under this Agreement or by reason of your use or access to the service. The Bank shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its gross negligence or willful misconduct in performing those services. The Bank shall not be responsible for your acts of omission, including without limitation, the amount, accuracy, or timeliness of transmittal, or those of any person, including, without limitation any Federal Reserve Financial Institution or transmission or communications facility, and no such person shall be deemed the Bank's agent.

XVI. Indemnification.

You agree to indemnify and hold harmless the Bank, our affiliate companies, technology partners, directors, officers, employees and agents against any loss, claim, action, liability, cost or expense, including reasonable attorney's fees and expenses which may arise out of your breach of your warranties or the intentional misuse by you of this service.

