



ELECTRONICS TERMS OF USE:

- **ONLINE BANKING AGREEMENT AND DISCLOSURE**
- **BILL PAYMENT (BILL PAY) AGREEMENT**
- **USER AGREEMENT FOR MONEY MOVER**
- **MOBILE BANKING & REMOTE DEPOSIT CAPTURE TERMS AND CONDITIONS**

ONLINE BANKING AGREEMENT AND DISCLOSURE:

Introduction:

This Agreement governs the use of Blue Federal Credit Union's Online Banking Service, referred to as the "Service" or "Online Banking", provided by Blue Federal Credit Union, also referred to as "Blue FCU". By using the Service to conduct transactions, you agree to the terms of this Agreement. As used in this Agreement, "Account(s)" means the Blue FCU account on which you are either the Member/Primary Owner or Joint Owner/Co-Borrower. "Loan account(s)" means any loan you have with Blue FCU. "You," "your," and "Owner" refer to the Member/Primary Owner or Joint Owner/Co-Borrower(s) of the Account using the Service. "We," "our," "us," and "credit union" refer to Blue FCU that holds the Accounts.

Deposit and Credit Agreements:

The terms and conditions in this Agreement shall have priority and take precedence over any existing terms and conditions in existing Account and Loan Agreements you have with us in the event of a conflict.

Fees:

You will not be charged for the "view accounts", or "transfer funds" features of our Online Banking.

NOTE: Your share and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Membership and Account and/or Loan Agreement(s) and by withdrawal or transfer limitations under Federal Regulation D and will be assessed fees in accordance with this regulation (see the Rates and Fees Schedule).

The Service:

To use Online Banking, you must have at least one Blue FCU account. Through the Service, you will have access to any of your share or loan accounts, including those on which you are a Joint Owner/Co-Borrower. Blue FCU reserves the right to deny access to a share or loan account or to deny transactions under certain circumstances.

Equipment Requirements:

In order to use the Online Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser (Microsoft

Internet Explorer 8 or higher, Mozilla Firefox 1.5 or higher, Safari 4.1.3 or higher, or Google Chrome). You will use a username password to access your Online Banking. The password is confidential and used to access your Account(s) through Online Banking.

You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. We are not responsible for any errors or failures from any malfunction of your Computer, the browser, or the software. Blue FCU is also not responsible for any Computer virus or related problems that may be associated with the use of an online system. We recommend disabling any pop-up blocking software while using the Service or adding our Online Banking to your exceptions. Other requirements include enabling your browser cookies and running the most recent version of JavaScript.

Description of Online Banking:

The Service allows you to perform some and/or all of the following functions from your Computer. You may use the Service to:

- a. transfer funds between your Accounts;
- b. obtain balances;
- c. obtain history and transaction information on your Accounts;
- d. obtain loan account balance information;
- e. access Bill Paying Service; and/or
- f. additional Account services.

These features are limited to the extent, and subject to the terms, noted below:

- Your ability to transfer funds from certain Accounts is limited by Federal Regulation D and the Membership and Account Agreement (also referred to as the “Disclosure”). Refer to the Disclosure for regulatory limitations and service charges applicable for excessive withdrawals or transfers (see Rates and Fees Schedule). Transfers made using the Service count against the permissible number of transfers described in the Disclosure.
- There may be at least a one business day delay in transferring funds between your Accounts. Except as provided in this Agreement, all Online Banking transaction instructions received by 7:00 p.m. MST may be completed that business day. Any instruction received after 7:00 p.m. MST may be completed the next business day.
- Transactional information for your Accounts will be available from Online Banking for a maximum of three statement cycles from the date of inquiry.

Online Banking Setup & Security:

New users may enroll in Online Banking at any time during their membership at Blue FCU. Account Members/Owners can enroll online and must provide their full social security number, date-of-birth, and zip code in order to enroll. Once you have provided the required enrollment information, you will be prompted to select your new username and password. Your Online Banking username and password are required to access Blue FCU’s Online Banking functions. You agree not to give or make available your password to any unauthorized individual. If you believe your password has been lost or stolen, someone has attempted to use the Online Banking Service without your consent, your share or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify us immediately by calling 307-432-5400 or 1-800-368-9328 or visiting any of our branches. We do not maintain a record of your password. If you lose or forget your password, you may follow the password recovery link in online banking to have it reset.

Users may reset their password at any time online through Online Banking. Users may also recover their username through Online Banking

Out-of-Band Authentication:

Online Banking is secured by associating a Member/Owner's username with the cookies set in their browser. If you try to access your Online Banking on an unfamiliar computer, device or browser, you will be required to complete an "out-of-band" authentication. Out-of-band authentication will send a one-time security code that you will enter alongside your username and password to authenticate from where you are accessing Online Banking. You will be able to select your form of delivery (phone, text message or email) where a one-time secure code will be sent. Out-of-band authentication will also be used to recover your password if you should need to reset it through Online Banking.

Data Recording and No Signature Required:

When you access Online Banking to conduct transactions, the information you enter may be recorded. By using the Service, you consent to such recording. When using Online Banking to conduct transactions, you agree that Blue FCU may debit your Account(s) to complete the transactions, or honor payments you have requested made on your behalf.

Disclosure of Account Information to Third Parties:

We will disclose information to third parties about your Account or transfers you made:

- a. When it is necessary to complete the transfers;
- b. In order to verify the existence and conditions of your Account for a third party, such as a credit bureau or merchant;
- c. In order to comply with a government agency or court orders; or
- d. If you give us written permission.

Marketing:

From time-to-time, Blue FCU will provide applicable marketing content through the Service's channels. We will never sell or share your confidential Account or personal information and will be used for the sole purpose of marketing its products and services to its Members. You are unable to opt-out of Online Banking marketing material (see Privacy Notice).

Address Changes:

You agree to promptly notify Blue FCU, in writing, online or by phone, of any address change. Failure to do so may result in undeliverable material regarding updates, fees, changes or related material to Online Banking.

Payee Limitation:

Blue FCU reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. The credit union is obligated to notify you promptly if we decide to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

Governing Law and Federal Disclosure:

This Agreement shall be governed by the laws of the State of Wyoming and by applicable federal laws and regulations. You agree to accept this Agreement online rather than a paper disclosure. We recommend you print the entire Agreement for your records. If you are unable to print this, please request a paper copy to be mailed to you. You submit to the jurisdiction of, and this Agreement shall be

governed by the laws of, the State of Wyoming, as well as the federal laws of the United States of America. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Laramie County, WY, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

Disputes:

In the event of a dispute regarding Online Banking, you and Blue FCU agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Blue FCU, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Blue FCU relating to the subject matter of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement have final control.

Liability for Unauthorized Use:

You are expected to report to the credit union if you suspect your Account information and/or Online Banking password has been lost or stolen. Contact by telephone is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus your maximum overdraft line-of-credit and open-end credit). As different methods of transactions are governed by different rules and regulations, timeframes and/or liabilities will be outlined in each Service addressing specifics (see Agreements below). In general, if you believe your Account information or password/access code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Account information or password/access code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your information and we can prove we could have stopped someone from using your Account without your permission if you had told us, you could lose as much as \$500.00 (see Membership and Account Agreement for details). Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back 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 told us in time.

Error Resolution:

Telephone us as soon as possible if you believe your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

- a. Your name and account number,
- b. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information,
- c. The dollar amount of the suspected error, and
- d. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question (20 business days if the transaction involved an Account opened within the past 30 days). If we need more time, however, we may take up to 45 days. If we determine there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Changes to and/or Termination of Agreement:

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Blue FCU from time-to-time. In such an event, we shall send notice to you either to your address as it appears on our records, via email or by online notice through the Service. Any continuation of Online Banking after we send you a notice of change will constitute your agreement to such change(s). Further, the credit union may, from time-to-time, revise or update the program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material(s) and limit access to Blue FCU more recent versions and updates. The use of Online Banking does not require dis-enrollment on your behalf; therefore, termination of the Service by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Ownership and Assignment Rights:

You may not assign this Agreement to any other party. Blue FCU may assign this Agreement to any present or future, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver & Captions:

Blue FCU shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Blue FCU. No delay or omission on the part of Blue FCU in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Acknowledgement and Acceptance of Terms and Agreement:

By acknowledging your acceptance of this Agreement or by using Blue Federal Credit Union's Online Banking Service, you agree to be legally bound by and to adhere to all of the terms and conditions of the Agreement and of any other documents, whether in written or electronic form, which we may provide to you from time-to-time and which contain additional provisions or instructions applicable to the Service, and to any amendments made thereto.

BILL PAYMENT (BILL PAY) AGREEMENT:

Introduction:

This is your Bill Paying Agreement with Blue Federal Credit Union ("Blue FCU"). The terms and conditions of this Agreement are in addition to the Membership and Account Agreement and other documents in effect governing the Accounts. You may use Blue FCU's Bill Paying Service ("Bill Pay" or the "Service"), to direct us to make payments from your designated Blue FCU checking account to the Merchants you choose in accordance with this Agreement. "You", "your", or "Owner" refers to each person who signs the Bill Paying enrollment form, enrolls through Blue FCU's Online Banking, or is otherwise authorized to use the Service as a Member/Primary Owner or Joint Owner of the Account. "Merchant" refers to a person or business, including Blue FCU, you designate and that Blue FCU accepts as a payee. "We," "our," "us," and "credit union" refer to Blue FCU that holds the paying Account.

Fees:

The fee for the Service is FREE!!! However, fees may be assessed for additional services, such as: stop payments; a check copy mailed or faxed to a Merchant; special/custom reports, etc. (see Rates and Fees Schedule). You will be informed of any such charges before they are incurred. **NOTE:** Your share and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Membership and Account and/or Loan Agreement(s) and by withdrawal or transfer limitations under Federal Regulation D. Your Account will be assessed fees in accordance with this regulation (see the Rates and Fees Schedule).

Setting Up Merchants/Payments:

When you sign onto the System, you will establish your list of Merchants by selecting the **Add** button on the Setup Accounts and Payee screen. You may add a new fixed payment for any Merchant but only if they are on the authorized list of payees. If the Merchant is not setup for electronic payments, the Service will generate a paper check for payment. Blue FCU reserves the right to refuse the designation of a Merchant for any reason. We are not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on the Authorized Payee list.

Some Bill Payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement, which was received when you opened your Account, which discloses important information concerning your rights, liabilities, and obligations.

The Bill Paying Process:

Blue FCU will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by Blue FCU, which is currently 2:00 p.m. MST. Variable bill requests received after the business day cut-off time or at any time on a non-business day will be processed on the next business day. Blue FCU reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, YOU MUST SELECT THE OPTION OF "LAST BUSINESS DAY" FOR PROCESSING TO ALWAYS BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST FIVE BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE ACCOUNT OWNER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS.) Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight business days in advance of the due date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

You must select a payment date that is at least five business days before the actual due date reflected on your Payee statement. If your actual due date falls on a non-business day you must select a payment date that is at least one business day before the actual due date. Payment dates should be prior to any late date or grace period.

When you have scheduled a payment, you authorize Blue FCU to debit your payment Account and remit

funds on your behalf. You certify that your payment Account is an Account from which you are authorized to make payments and any payment you make will be debited from this Account. You also authorize the credit of returned payments from using the Bill Pay Service. The Bill Payment Service will bear responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its due date, as long as the Bill Payment was scheduled in accordance with the guidelines described under "The Bill Paying Process" in this Agreement.

The Bill Pay Service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

- a. You have not provided the Service with the correct payment Account information, or the correct name, address, phone number, or Account information for the Merchant upon initiation of the payment; and/or,
- b. Circumstances beyond the control of the Service such as, but not limited to: fire, flood, or interference from an outside force preventing the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances; and/or
- c. The payment-processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction.

You agree to have available and collected funds on deposit in the Account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to Blue FCU. We reserve the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Account and we have not exercised our right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree Blue FCU, at its option, may charge any of your Accounts with us to cover such payment obligations. The Service reserves the right to select the method in which to remit funds on your behalf to your Merchant. Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

Electronic Mail (Email):

Sending email is a very good way to communicate with Blue FCU regarding your Accounts; however, your email is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as Account numbers and balances in any email to us. You cannot use email to initiate Online Financial Service transactions. All such transactions must be initiated using the appropriate functions within our Online Banking site. We will not be liable for any errors, omissions, claims, or problems of any kind involving your email.

Disclosure of Information:

Information submitted to us or our suppliers is the property of those parties, and they may use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party, except as specifically agreed by Blue FCU or prohibited by law.

Links to Other Sites:

Information that we publish on the Internet may contain links to other sites and third parties may establish links to our site. We make no representations about any other website that you may access to, from or through our website. Unless expressly stated in writing, Blue FCU does not endorse the products or services offered by any company or person linked to this site nor are we responsible for any software or the content of any information published on the site of any third party. You should take

precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Virus Protection:

Blue FCU is not responsible for any electronic virus that you may encounter using the Service. We encourage you to routinely scan your computer and diskettes using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

Returned Payments:

In using the Service, you understand that the Service and/or the United States Postal Service may return payments for various reasons; such as, but not limited to, the Service Account number is not valid; the Service is unable to locate Account; or the Payee Account is paid in full. The Service will use its best efforts to research and correct the returned payment, or void the payment and credit your payment Account. You may receive notification from the Service.

Governing Law and Federal Disclosure:

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of the State of Wyoming, as well as the federal laws of the United States of America. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Laramie County, WY, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

Representations and Warranties; Indemnification:

In addition to the terms previously disclosed, Blue FCU is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, losses) caused by Online Banking or the use of the Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by the credit union or one of its suppliers. In addition, we disclaim any responsibility for any electronic virus the Owner may encounter after installation of such software or use of Online Banking or the Service. Without limiting the foregoing, neither the credit union nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Blue FCU and its suppliers provide Online Banking and the Service from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the Service are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the Service, you do on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Blue FCU nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the Service, or contained in any third party sites linked to or from Institutions web site. BLUE FCU MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, THE SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. BLUE FCU DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION. The Account Owner(s) shall indemnify, defend and hold harmless Blue FCU and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses arising out of: (i) Owner negligence; (ii) the Owner's

failure to comply with applicable law; or (iii) the Owner's failure to comply with the terms of this Agreement.

Unauthorized Transactions:

You agree to promptly notify the credit union if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your Account(s). If your password has been compromised and you tell us within two business days of discovering the loss or misappropriation, you can lose no more than \$50.00. If you do not tell us within the two business day period, you could lose as much as \$500.00 if we could have stopped the use of your Accounts had we received notice in a timely manner. You should contact us, or the Service provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than 60 days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within 10 business days). If you fail to notify us within the 60 day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please:

- a. tell us your name and Account number;
- b. describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need;
- c. tell us the dollar amount of any suspected error; and
- d. for a Bill Payment, tell us the number of the Account used to pay the bill, the applicable Payee name and Account number, the date the payment was sent, the payment amount and the payment reference number.

Generally speaking, we will tell you the results of our investigation within 10 business days, or 20 business days in the case of international transactions, after we hear from you. However, the process may take from 45 to 90 days to investigate your complaint or question. In this case, we may provisionally credit your Account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within 10 business days of a request from us to do so, we reserve the right to not credit your Account. If we confirm an error, we will correct your Account record within 10 business days, or 20 business days in the case of an international transaction. If we determine that there was no error, we will send you a written explanation, either email or paper, within three business days after we conclude our investigation and will debit any interim amounts credited to your Account. You may request copies of any documents that we use in our investigation.

Changes to and/or Termination of Agreement:

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Blue FCU from time-to-time. In such an event, Blue FCU shall send notice to you either at your address as it appears on Blue FCU's records, via email or by online notice through our Online Banking service. Any continuation of the Service after we send you a notice of change will constitute your agreement of such change(s). Furthermore, we reserve the right, at any time in our sole discretion, to modify, restrict, suspend or discontinue the Service or any portion thereof or your use of the Service or any portion thereof, or to terminate this Agreement, immediately and without prior notice to you. Blue FCU has the

right to terminate this Agreement at any time. You may terminate this Agreement by written notice to Blue FCU, in Online Banking or by fax or phone. Blue FCU is not responsible for any fixed payment made before Blue FCU has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Blue FCU on your behalf.

Liability:

You are solely responsible for controlling the safekeeping of and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Blue FCU and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Blue FCU is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. Blue FCU is not liable for any failure to make a Bill Payment if you fail to promptly notify us after you learn that you have not received credit from a Merchant for a Bill Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, Blue FCU will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. Blue FCU is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

Responsibility:

Neither Blue FCU nor its suppliers will be liable for any transaction if:

- a. you do not have enough money in your Account to complete the transaction;
- b. a legal order prohibits withdrawals from your Account;
- c. your Account is closed or has been frozen;
- d. the transaction would cause your balance to go over the credit limit for any credit arrangement setup to cover overdrafts;
- e. you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking;
- f. any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly;
- g. you did not provide us with complete and correct payment or transfer information;
- h. you did not properly follow the instructions for use of Online Banking or the Service;
- i. you knew that Online Banking Services were not operating properly at the time you initiated the transaction or payment;
- j. there is postal delay; or
- k. circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder, or delay the transaction.

Ownership and Assignment Rights:

You may not assign this Agreement to any other party. Blue FCU may assign this Agreement to any present or future, directly or indirectly, affiliated company. We may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Waiver:

Blue FCU shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by us of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Integration and Severability:

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the credit union. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the credit union, this Agreement will control.

Additional Remedies

Due to the likelihood of irreparable injury, the credit union shall be entitled to an injunction prohibiting any breach of this Agreement by the Owner(s).

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than 30 days due to the reasons set forth in this subsection.

Acknowledgement and Acceptance of Terms and Agreement:

By acknowledging your acceptance of this Agreement or by using Blue Federal Credit Union's Bill Paying Service, you agree to be legally bound by and to adhere to all of the terms and conditions of the Agreement and of any other documents, whether in written or electronic form, which we may provide to you from time-to-time and which contain additional provisions or instructions applicable to the Service, and to any amendments made thereto.

USER AGREEMENT FOR MONEY MOVER:

Introduction:

Blue Federal Credit Union's Money Mover (Account to Account, A2A, or the "Service") allows an Account Member/Owner to transfer money between an Account at Blue Federal Credit Union, also referred to as "Blue FCU", and other verified external accounts. This Agreement governs the use of Blue FCU's A2A Service. By using the Service to conduct transfers, you agree to the terms of this Agreement. As used in this Agreement, "Account(s)" mean the Blue FCU account in which you are either the Member/Primary Owner or Joint Owner/Co-Borrower. "You," "your," and "Owner" refer to the Account Member /Primary Owner or Joint Owner/Co-Borrower(s) using the service. "We," "our," "us," and "credit union" refer to Blue FCU that holds the Accounts.

Definitions:

- *ACH Network*: means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
- *ACH Rules*: means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time-to-time.
- *Business Day*: means any day that is not a Saturday, Sunday or bank holiday.

- *Eligible Account*: means your Blue Federal Credit Union share account that is eligible to be used with the Service and is enrolled in the Service.
- *NACHA*: means the National Automated Clearinghouse Association.
- *Verified Account*: means an Account that you own at another financial institution located in the United States that is enrolled in the Money Mover service.

Scope of Agreement:

This Agreement covers all funds transfers using the Money Mover service initiated by you from time-to-time through Blue FCU's Online Banking service.

Fees:

You will not be charged to use the Money Mover service on our Online Banking. Fees will be assessed in accordance with the Membership and Account Agreement with respect to Non-Sufficient Funds, Courtesy Pay, and Stop Payment fees (see Rates and Fees Schedule). **NOTE:** Your share and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Membership and Account and/or Loan Agreement(s) and by withdrawal or transfer limitations under Federal Regulation D. Your Account will be assessed fees in accordance with this regulation (see the Rates and Fees Schedule). Blue Federal Credit Union reserves the right to change the fees charged for the use of the Service.

Description of Service:

The A2A Service enables you to request a transfer of funds:

- a. from my Eligible Account to a Verified Account (held at another financial institution); or
- b. from a Verified Account to my Eligible Account.

Blue Federal Credit Union uses the ACH Network to execute my A2A requests, but other methods of transfer may also be used. All requests must be made through Blue FCU and are subject to the terms of the Membership and Account Agreement, this Agreement, each as in effect from time-to-time, other agreements and applicable laws and regulations.

Required Equipment:

In order to use the Service and to view and retain a copy of the terms and conditions contained in this Agreement, you understand that you must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. You understand that you can also copy of this Agreement by calling 307-432-5400 or 1-800-368-9328.

IMPORTANT: TO ENROLL IN THE A2A TRANSFER SERVICE YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE SERVICE ELECTRONICALLY. YOU MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THE TERMS OF THE USER AGREEMENT FOR A2A TRANSFER SERVICE AGREEMENT. THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY FROM TIME-TO-TIME REQUEST A TRANSFER OF FUNDS IN YOUR BLUE FEDERAL CREDIT UNION ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR BLUE FCU ACCOUNT. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. BY CONFIRMING ACKNOWLEDGEMENT ABOVE, YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BLUE FCU RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE MONEY MOVER TRANSFER SERVICE TO YOU BY NON-ELECTRONIC MEANS.

Authorization to Transfer Funds:

You hereby represent and warrant to Blue Federal Credit Union its directors, officers, employees and agents that you own each Eligible Account and Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize the credit union to execute and charge your Eligible Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to your Eligible Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete certain types of transfers (i.e., next day or standard transfers) when your A2A transfer requests are made in accordance with the procedures established by the credit union. You understand and acknowledge that Blue FCU has no obligation to execute any request for a transfer using A2A that is not initiated in accordance with such procedures. You further acknowledge that the acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time-to-time. This authorization shall remain in full force and effect until you have informed the credit union that you have revoked your authorization and we have a reasonable opportunity to act on it.

Information Relied Upon by Blue Federal Credit Union:

You acknowledge and agree that Blue FCU is relying upon the information you provide in originating an A2A transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding the Verified Account are your responsibility. Although you represent and warrant to us that you are the owner of each Verified Account and describe it to us by name and account number (or any other number), you understand and agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions.

Limited Power of Attorney:

In connection with any request to transfer funds using the A2A service you hereby give the credit union limited power of attorney and appoint the credit union as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to originate deposits into or withdrawals from your Verified Accounts, with full power and authority to do and perform each and every item necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any A2A transfer instruction, complying with all security procedures applicable to such transfers, as fully to all intents and purposes as you might or could in person. Once Blue FCU has actual knowledge that you wish to cease using the A2A service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be deemed revoked; provided, however, that any act done by the credit union in good faith before we have actual knowledge of termination by you and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. You understand and agree that at all times your relationship with the financial institution that maintains each Verified Account is independent of Blue FCU and your use of the Service. You shall not hold Blue FCU responsible for any acts or omissions by the financial institution maintaining a Verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it.

YOU ACKNOWLEDGE AND AGREE THAT WHEN BLUE FEDERAL CREDIT UNION ORIGINATES A REQUEST FOR A TRANSFER USING THE A2A SERVICE BLUE FCU IS ACTING AS YOUR AGENT. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS BLUE FCU AS YOUR AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

You agree that Blue Federal Credit Union will initiate a funds transfer request for you only after you access your Eligible Account(s) through our Online Banking service using the customer identification number and personal identification number ("PIN"). Blue FCU shall not be liable for any delay in processing the A2A transfer request if you fail to comply with this security procedure (or any other that may be established by Blue FCU from time-to-time). You acknowledge and agree that the credit union has established commercially reasonable security procedure for the A2A service. You understand that the security procedure is designed to authenticate your identity before accepting a request for an A2A transfer and not to detect errors in the content of your instruction.

Verification of Accounts at Other Financial Institutions:

After agreeing to this Agreement and providing any additional information requested, you may enroll accounts that you hold at other financial institutions (each, a "Third-Party Account") in the Service. You hereby authorize the credit union to verify a Third-Party Account by one of two means:

- Confirmation of Trial Deposits. You authorize the credit union to verify your Third-Party Account through the use of a trial transfer, in which one or more low value payments will be credited to the account. Sometimes, a low value payment will be both credited to and debited from the account. The trial credit will always occur before the trial debit and will always be of the same or lesser amount. In either case, the credit union will then ask you to verify the amount of the each deposit made into such account.
- Online Verification. If your Third-Party Account is accessible online, you authorize the credit union to validate the account by providing us with my online access credentials so we can confirm your ownership of such account online. You understand and agree that: (a) you are under no obligation to provide us with my access credentials for your Third-Party Account, (b) we will use this Information to verify your ownership of the Third-Party Account only; and (c) will not retain the information about your access credentials, except during the period necessary to complete the verification process, after which it will be destroyed. Once the verification process is successful, each Third-Party Account will become a Verified Account.

A2A Transfers:

Funds are credited to your account within three business days. The business day on which a request for a transfer is made begins at 2:00 p.m. MST and ends at 2:00 p.m. MST of the following business day. (Example: if Monday and Tuesday are both business days, you can make a "Monday" request up until 2:00 p.m. MT on Tuesday.)

A2A Transfer Limitations:

You understand that Blue Federal Credit Union may impose limits on external transfers based on accounts, amount of transfers, and amount of transfers per month; your relationship with Blue FCU, fraud screening, and other factors may affect these limits. Set limits are subject to change as we deem appropriate.

Furthermore, Federal Regulations limit the number of Electronic Funds Transfers, including A2A requests, from savings or money market accounts. You understand that Blue Federal Credit Union may limit transfers from these accounts to six per month/statement cycle. If you exceed this limitation, you understand that Blue FCU may access a fee for each transfer in excess of the six, may restrict my ability to do further A2A transfers, or may close the account.

Means of Transfer:

You understand that Blue Federal Credit Union uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network. We may choose any reasonable means that we consider suitable to complete a transfer that you request using the Service. You authorize us to choose the means we deem suitable to cause each of your Money Mover transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network, NACHA, EPN, Federal Reserve System and Clearing House Interbank Payment System (CHIPS).

Currency of Funds Transfer:

The Money Mover service is available for funds transfers to and from Verified Accounts in the United States only and is made in U.S. dollars only.

Transfers Subject to the Rules of the Third-Party Accounts:

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third-Party Accounts. You agree not to request any Money Mover transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

Delays, Non-Execution of Funds Transfer Request:

You agree that Blue Federal Credit Union shall not be responsible for any delay, failure to execute, or the incorrect execution of your funds transfer request due to circumstances beyond our reasonable control including, without limitation: any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the financial institution or execution of such request by the financial institution, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary financial institution or beneficiary financial institution.

BLUE FEDERAL CREDIT UNION MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

Actions Taken Upon Unsuccessful Transfers:

If a requested funds transfer could not be completed, you understand that Blue Federal Credit Union, upon learning that the Money Mover transfer has failed, will make reasonable effort to complete the transfer again. If the second attempt is successful, the additional processing could delay the completion of the funds transfer by one or more business days. If the funds transfer fails a second time, we will notify you by email so that you may contact the financial institution where the Verified Account is held in order to understand the reason for such failure.

Rejection of a Transfer Request:

Blue Federal Credit Union reserves the right to reject your funds transfer request. We may reject your request if the dollar value of one or more of my transfer requests exceeds your daily or monthly transfer limits (as more fully described above), if you have insufficient available funds in your Eligible Account for the amount of the Money Mover transfer, plus any applicable fee, if your request is incomplete or unclear, if we identify a security risk related to a requested transfer or if we are unable to fulfill your request for any other reason. You understand and agree that if the credit union rejects a request for a Money Mover transfer for one or more of the reasons set forth above, you will be informed of the

rejection during your online session or by email as soon thereafter as we have determined to reject the request.

No Unlawful or Prohibited Use:

As a condition of using the Service, you warrant to Blue FCU that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of such Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Governing Law:

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Wyoming, as well as the federal laws of the United States of America. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Laramie County, Wyoming, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

Claims; Limitation of Liability; No Warranty:

You agree that within 30 days after you receive notification that your Money Mover transfer request has been executed, you will tell us of any errors, delays, or other problems related to your request. If your funds transfer request is delayed or erroneously executed as a result of Blue FCU's error, our sole obligation to you is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by Blue FCU shall be at our published savings account rate in effect within the state of the financial center of the account from which the funds transfer was made. In any event, if you fail to notify us of any claim concerning your funds transfer request within one year from the date that you receive notification that your request has been executed, any claim by you shall be barred under applicable law.

YOU AGREE THAT BLUE FEDERAL CREDIT UNION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (i) YOUR GRANTING US AUTHORITY TO VERIFY A THIRD-PARTY ACCOUNT; (ii) OUR DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR OUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH YOUR A2A TRANSFER INSTRUCTIONS; (iii) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD-PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (iv) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (v) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT IS BLUE FEDERAL CREDIT UNION RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR A2A TRANSFER REQUEST. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, BLUE FEDERAL CREDIT UNION, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

Indemnity:

In consideration of the Agreement by Blue Federal Credit Union to act upon your request to make an A2A transfer in the manner provided in this Agreement, you agree to indemnify and hold Blue FCU, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of our acting upon Money Mover transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify Blue FCU against its gross negligence, bad faith, or willful misconduct.

Cancellations, Amendments or Recalls of a Transfer Request:

You may cancel or amend a funds transfer request only if we receive your request prior to our execution of the funds transfer request and at a time that provides us with a reasonable opportunity to act upon that request. If your funds transfer request has been executed by the credit union, you understand and agree that the request to recall or amend the funds transfer will be effective only with the voluntary consent of the financial institution holding the Verified Account. If you decide to recall or amend your funds transfer and your request has already been executed by the credit union, we will first have to check with the beneficiary bank to determine whether or not the beneficiary bank will return your funds. If the beneficiary bank confirms that the funds are returnable and agrees to do so, once the funds are returned to us by the beneficiary bank, we will return the funds to you. The amount that is returned to you may be less than you originally transferred because of service charges of the beneficiary bank and/or Blue FCU. Blue FCU shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request.

Unauthorized Money Mover Transfers:

You understand that if you think that someone else has learned my access credentials for Online Banking or an unauthorized transfer or other type of online transaction has been made from one of my accounts, you must notify the credit union immediately by telephone or, if you are unable to telephone us, in writing to: Blue Federal Credit Union, P.O. Box 3200, Cheyenne, WY, 82003. By providing such prompt notice, you may limit your personal liability for unauthorized transfers.

Changes to and/or Termination of Agreement:

You agree that we reserve the right to change the terms and conditions of this Agreement as required by law or credit union policy. Unless otherwise required by law, we may amend this Agreement without prior notice to you. Blue Federal Credit Union may modify or discontinue the Service, with or without notice, without liability to you at any time. If we choose to notify you of an amendment or are required to do so by law, we may ask you to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to you at the last address we have on file for you. We reserve the right, subject to applicable law and regulation, to terminate your right to use the Service at any time and for any reason, including, without limitation, if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms of this Agreement or, if you provide us with false or misleading information or interfere with other users or in the administration of the Service.

Ownership and Proprietary Rights:

You acknowledge and agree that Blue Federal Credit Union and its agents own all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the Service or any of our other services or technology.

Authorization of Consent and Agreement:

By acknowledging your acceptance of this Agreement or by using Blue Federal Credit Union's Money Mover (Account to Account or A2A) Service, you agree to be legally bound by and to adhere to all of the terms and conditions of the Agreement and of any other documents, whether in written or electronic form, which we may provide to you from time-to-time and which contain additional provisions or instructions applicable to the Service, and to any amendments made thereto.

MOBILE BANKING & REMOTE DEPOSIT CAPTURE TERMS AND CONDITIONS:

Introduction:

This Mobile Banking and Remote Deposit Capture ("RDC") Terms and Conditions Agreement (the "Agreement") include certain provisions governing your use of the Blue Federal Credit Union RDC Service (the "Service"). In this Agreement, the terms "we," "us," "our" and the "credit union" refer to Blue Federal Credit Union, which also may be referred to as "Blue FCU". The terms "you", "your", and "Owner" refer to the Member/Primary Owner, Joint Owner/Co-Borrower(s), or Entity/Entities identified in the Membership Personal Account Card for the Account(s) that we approve for your use in connection with the Service. Capitalized terms used in this Agreement that are not otherwise defined herein have the meanings given to them in our Membership and Account Agreement which governs your Accounts with us, and which is hereby incorporated by reference and made a part of this Agreement.

Purpose:

The Service enables you to make deposits to your Eligible Accounts (as defined below) electronically, from a compatible mobile device or by scanning checks through an approved scanner and delivering the images and associated deposit information to the credit union or our designated processor. We will then process the items in your deposits and send them for collection using such methods and collection agents as we may choose in our sole discretion.

Fees:

There is currently no charge for the Service. We will give you advance notice should we decide to institute a charge in the future. Such notice may be provided electronically or in writing at our discretion. **NOTE:** Your share and loan accounts with Blue FCU are still subject to the fees, charges, balance requirements, etc. articulated in the Membership and Account and/or Loan Agreement(s) and by withdrawal or transfer limitations under Federal Regulation D. Your Account will be assessed fees in accordance with this regulation (see the Rates and Fees Schedule).

Eligibility:

Accounts that have been with the credit union for a minimum of 90 days and are in good standing are eligible for this program. At the time we activate the Service, we will notify you concerning which of your Accounts we have approved for use with the Service. From time-to-time, you may request that we include additional Accounts, and they are likewise subject to our approval. We will activate the Service only after we have reviewed and approved your request to begin using it. As part of our review, you may be required to provide to us such information and documentation as we may request, such as certain financial information, information on your projected use of the Service and other information we may deem necessary or appropriate in assessing risk. Our decision whether to approve or deny your request to use the Service is within our sole discretion.

Hardware and Software Requirements:

To use the Service, you must obtain and maintain, at your expense, compatible equipment and software as specified by the credit union and subject to change from time-to-time. Current equipment and software specifications are: a camera with at least 4MP resolution and for RDC a Twain capable scanner. We are not responsible for, and we make no warranties of any nature with respect to, any third party equipment or software you may need to use the Service. Any such equipment or software is subject to the terms and conditions of any agreements you may enter into with the provider, such as a software agreement you accept at the time of download and installation. We have the right, in our sole discretion, to make changes to the Service from time-to-time which may result in your equipment or software becoming no longer compatible with the Service, and in such event, we will have no responsibility or liability to you.

Items Eligible for Deposit:

Items eligible for deposit through RDC are checks, money orders, cashier's checks, official checks, U.S. Treasury Checks, or any other payment instrument drawn on a financial institution within the United States in U.S. Currency. Items properly made payable in accordance with all applicable requirements of law, including UCC Articles 3 and 4. Items that are **not** eligible for deposit through RDC are as follows:

- Foreign check items
- Savings bonds
- Third party check items (double endorsement check items)
- Any other type of item that we may designate by prior notice to you as not eligible for deposit using the Service, or that we may so designate at the time of an attempted deposit by rejecting it and returning it to you, which we may do for any reason in our sole discretion.

Notwithstanding the foregoing, we may from time-to-time in our sole discretion, accept certain ineligible items for deposit through RDC, but in no event do we have any obligation to do so; or in doing so does the credit union guarantee that similar items will be accepted in future deposits made through this or any other Service. In this instance, the credit union will not have any responsibility or liability to you or any other person or entity if we reject any ineligible items. Blue FCU also has the right to reject, for any reason, any item submitted for deposit through RDC.

Image Quality:

You are solely responsible for transmitting to us only images of checks that are fully legible and that accurately represent all pertinent information on the front and back of each check. You must utilize only transmission and image formats that conform to the credit union and recognized industry specifications and quality standards. In the event that you transmit an image of an item that we cannot further process due to the poor quality of the image, we will not be responsible or liable to you or any other person or entity for any delay in the processing or presentment of the item.

Endorsements:

You agree to restrictively endorse any item transmitted through the Service as "For deposit only, BLUE FCU Bank account # _____" or as otherwise instructed by us. Without limiting your responsibility for the proper endorsement of all items or your liability relating to improper or nonconforming endorsements, we have the right but not the obligation to accept nonconforming endorsements, to supply any missing endorsements, and to attempt to collect items with nonconforming or missing endorsements.

Deposit Limits:

Deposit limits are based on established dollar amounts set by the credit union including an individual item amount and a daily combined amount (see www.BlueFCU.com). We may establish and change these amounts from time-to-time and/or we may place certain restrictions on your use of the Service.

Daily Deposit Deadlines:

Our current cut-off time by which we must receive images from you for processing on the same business day (defined as Monday through Friday, excluding federal holidays) is 2:00 p.m. MST. You will receive notice should the cut-off time change, and such notice may be provided electronically or in writing at our discretion. Any deposit received after the deadline will be processed on the following business day.

Deposit Posting:

Checks deposited through the Service will be credited within one business day; however, all checks that we accept through the Service are accepted and posted for provisional credit only and are subject to possible subsequent return for various reasons as permitted by law (see "Returned Items" below). We may, but have no obligation to, send you a confirmation that we have received your deposit; however, your receipt of any such confirmation does not mean that the transmission was error free or complete or that we have yet accepted and processed the deposit. To confirm whether we have accepted and processed any given deposit and credit to your Account, you may look for the amount of the credit in Online Banking on the following business day, or you may call us at 307-432-5400 or 1-800-368-9328. You agree that once you have transmitted your deposit to us, you will not deposit or attempt to deposit any previously scanned items (either originals or images) with us or any other financial institution.

Funds Availability:

The credit union may place a hold on check items deposited through RDC. The length of the hold is counted in business days from the day of the deposit and will remain consistent the Blue FCU Funds Availability Check hold policy (see Membership and Account Agreement). Business days do not include Saturday, Sunday, or federal holidays. The credit union will consider the day of deposit to be the business day in which the check is received (based on the receipt deadline stated above).

Check Storage and Destruction - Image Retention:

You are responsible for ensuring that all original checks which have been scanned and transmitted through the Service are securely stored, retained for a reasonable period of time (a minimum of 14 days is recommended), and then disposed of using a reasonable method such as shredding. You are solely responsible and liable for any losses or damages resulting from a lack of adequate controls over the checks. Also, we will have no responsibility or liability to you or any other person or entity relating to the unavailability of any original check after you have destroyed it. We retain images of checks processed through the Service for at least the period of time required by applicable law. You may obtain copies upon request to us, for which we may charge a fee. With respect to any imaged item concerning which we request your assistance for any purpose, such as to aid in the collection process, for audit purposes, or in connection with an investigation by the credit union involving an item that: (i) is illegible or of poor quality; (ii) is deemed part of an unusual transaction; (iii) is the subject of a dispute; or (iv) is for any other reason the subject of an investigation, you agree to promptly produce either the original item if it is still in your possession or your own image of the item to help facilitate our investigation. If you are unable to provide either the original item or a suitable image, then our image or other information in our records relating to the item shall be deemed conclusive as to the terms of the item. If both you and we provide an image (or the original) of any item and the two differ in any material respect, we will be solely responsible for resolving the discrepancy.

Governing Laws, etc.:

You agree that you will not use the Service to initiate any deposits which violate any applicable laws, regulations or other legal authorities. You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Wyoming, as well as the federal laws of the United States of America. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Laramie County, Wyoming, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses. You also agree to be bound by all applicable requirements of law relating to check collection processes, including:

- a. the Uniform Commercial Code ("UCC");
- b. the Check Clearing for the 21st Century Act (commonly known as "Check 21"), as implemented by amendments to Federal Reserve Board Regulation CC ("Regulation CC");
- c. all other applicable provisions of Regulation CC; and
- d. any clearing house agreements, image exchange agreements, operating circulars or other rules or legal authorities to which the credit union a party or by which we are bound as a participant in the collection process.

Further, you acknowledge that our normal policies, procedures and processes relating to the handling of items submitted for deposit to the credit union through various means will apply, except to the extent that in our sole discretion we may modify them in connection with the Service, and you agree to be bound by such policies, procedures and processes including any that may be described in the Membership and Account Agreement governing your Accounts.

Representations and Warranties; Indemnification:

Each time you transmit a deposit using the Service, you represent and warrant to us that (i) you are transmitting only Eligible Items for deposit to Eligible Accounts, and you are adhering to any other limits or restrictions we may have placed on your use of the Service; (ii) the transmission conforms to our specifications and quality standards and any applicable industry standards, and does not contain any viruses; (iii) there are no duplicate deposits or checks, and you have not submitted any check previously transmitted to us through the Service or otherwise, unless the check was unable to be processed or was returned by us to you and the original reason for such processing failure or return has since been corrected, such that resubmission is proper; (iv) you will not, nor will you permit or cause any other person to, cause or attempt to cause payment on an item to be made more than once by depositing the original check or an image thereof with the credit union or any other financial institution or otherwise seeking collection or payment in any manner, at any time either before or after your transmission of such check through the Service; (v) all information submitted is true and accurate, including that each check image accurately represents all pertinent information on the front and back as of the time of transmission; (vi) each check is properly payable to you or an Joint Owner/Co-Borrower account holder and has been properly endorsed; (vii) you make to us all of the transfer and presentment warranties relating to items under the UCC, including that each check has not been altered and that all signatures on it are authentic and authorized; and (viii) you are complying with this Agreement and all applicable requirements of law.

You agree to indemnify and hold us harmless from any loss or damage we may incur arising out of your breach of any of the foregoing representations and warranties or any other provision of the Agreement, or relating in any way to our acceptance of images of items you transmit to us using the Service; provided; however, that the foregoing indemnification shall not apply to the extent, if any, that a loss or damage is directly caused by our own material breach of the Agreement or by our gross negligence or intentional misconduct.

Rejected or Deposits or Checks Not Received:

We may reject and return all or part of any deposit for any reason in our sole discretion, including for your failure to conform to required image quality standards or your failure to provide proper endorsements. Any item we receive will not be deemed accepted for deposit by us until we have determined that it meets all of our normal requirements for continued processing. We will have no responsibility or liability to you or any other person or entity relating to any deposit or portion thereof that we reject. We also will have no responsibility or liability for any deposit or portion thereof which may be lost in transmission or is otherwise not received by us.

Error Resolution:

You agree to promptly check the correctness of each Account Statement and to notify us immediately of any suspected errors regarding items deposited through the Service. Unless a longer time period is mandated by applicable law, if you do not notify us within 60 days after the date of the Account Statement, such statement shall be deemed correct and final regarding all deposits made through the Service, and you are thereafter barred from making any claim against the credit union for such alleged error.

Returned Items:

As noted above, all items are credited to your Account on a provisional basis, and such credit may be revoked if payment for an item is not received or if the item is returned after initial payment for any reason permitted under applicable law. Any items we accept for deposit through the Service that are unpaid or subsequently returned by the financial institution on which they are drawn will be charged back against your Account and returned to you. You must accept all such returns, regardless of the reason for the return or the form in which it is sent, which may be as a Substitute Check or Image Replacement Document / IRD (legally recognized paper reproductions of the original item) or a digital image or other electronic representation of the information contained on the item. You may be charged deposit reversal fees for any returns, pursuant to our normal policies (see Rates and Fees Schedule). If any return or fee results in an overdraft in your Account, relevant provisions of the nonsufficient funds and overdrafts section of your Membership and Account Agreement will apply.

Disclaimer of Warranties:

UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT OR UNDER APPLICABLE LAW, YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FURTHER, WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

Standard of Card; Limitations on Liability:

WE WILL BE RESPONSIBLE FOR PERFORMING THE SERVICE USING ONLY REASONABLE AND ORDINARY CARE. UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT OR UNDER APPLICABLE LAW, YOU AGREE THAT OUR LIABILITY TO YOU WILL BE LIMITED TO ANY ACTUAL, DIRECT LOSSES OR DAMAGES YOU INCUR THAT ARE DIRECTLY CAUSED BY OUR MATERIAL BREACH OF THIS AGREEMENT OR BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT; PROVIDED, HOWEVER, THAT OUR MAXIMUM AGGREGATE LIABILITY RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED \$500.00. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL,

USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY RESULTING FROM THE USE OR INABILITY TO USE THE SERVICE, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitations of Service:

When using the Service, you may sometimes experience technical or other problems. We do not assume any responsibility or liability for any technical or other problems, or for any resulting losses or damages you may incur. If at any time and for any reason you are unable to scan or transmit or we are unable to receive your deposits through the Service, and you do not wish to wait for the problem to be corrected, you will be solely responsible at your expense for finding an alternate method to deposit the items, such as by using U.S. Mail or overnight delivery.

Changes to and/or Termination of Agreement:

The terms of this Agreement, applicable fees, and Service charges may be altered or amended by Blue FCU from time-to-time. In such an event, we shall send notice to you either at your address as it appears on our records, via email or by online notice through our Online Banking Service. Any continuation of the Service after we send you a notice of change will constitute your agreement of such change(s). Further, we reserve the right, at any time in our sole discretion, to modify, restrict, suspend or discontinue the Service or any portion thereof or to terminate this Agreement, immediately and without prior notice to you. Without limiting the generality of the foregoing, we may restrict, suspend or terminate your use of the Service if you have a rate of returned items that we consider excessive. If at any time you no longer wish to continue using the Service, you agree to promptly notify us.

Ownership Rights:

You acknowledge and agree that the credit union and/or any third party service provider we may utilize retain all ownership and proprietary rights in the Service and its associated content and technology. You may not copy, reproduce, distribute or create derivative works from the content, and you agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

Acknowledgement and Acceptance of Terms and Agreement:

By acknowledging your acceptance of this Agreement or by using Blue Federal Credit Union's Mobile Banking and Remote Deposit Capture Service, you agree to be legally bound by and to adhere to all of the terms and conditions of the Agreement and of any other documents, whether in written or electronic form, which we may provide to you from time-to-time and which contain additional provisions or instructions applicable to the Service, and to any amendments made thereto.