

Mobile Deposit

A. Services. Nassau Financial Mobile's remote deposit capture feature ("Mobile Deposit") is designed to allow you to make deposits to your eligible Online Banking accounts ("Eligible Account") by scanning checks and delivering the image and associated deposit information to Nassau Financial. Eligibility is determined on an account-by-account basis. Nassau Financial may, in its sole discretion, change the eligibility requirements for Mobile Deposit without prior notice.

Nassau Financial reserves the right to change, suspend, or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit, in whole or in part, at any time and without any prior notice to you. Except as expressly provided in these Terms of Use, deposits made through Mobile Deposit are subject to all limitations and terms set forth in the Deposit Agreements governing your account, as they may be modified from time to time, including, but not limited to deposit acceptance, crediting, collection, endorsement, processing order, and errors.

B. Fees. Nassau Financial does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on Nassau Financial's current fee schedule for a returned deposit. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that the credit union may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. C. Eligible Items. You agree to scan and deposit only "checks," as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permitted under these Terms of Use or such other items as Nassau Financial, in its sole discretion, may elect to accept for deposit. You agree that the image of the scanned check transmitted to Nassau Financial shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use Mobile Deposit to scan and deposit any checks or other items as follows:

(1) Checks or items payable to any person or entity other than you, or to you and another party; (2) Checks or items containing alteration of any of the fields on the front of the check or item, including the MICR line, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (3) Checks or items previously converted to a substitute check, as defined in Reg CC; (4) Checks or items drawn on a financial institution located outside the United States; (5) Checks or items that are remotely created checks, as defined in Reg CC; (6) Checks or items that are not payable in United States currency; (7) Checks or items dated more than six (6) months prior to the date of deposit; (8) Checks or items on which a stop payment order has been issued or for which there are insufficient funds; (9) Checks or items otherwise prohibited by Nassau Financial's current procedures relating to Mobile Deposit or which are otherwise not permitted under the terms of the Deposit Agreements.

Please see the Deposit Agreements for further information regarding permitted and prohibited items for deposit.

D. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through Mobile Deposit by writing "For Mobile Deposit Only" after your signature, or as otherwise instructed by

Nassau Financial. . You agree that we may be required to return your deposit for incomplete endorsement. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as Nassau Financial may establish from time to time. You also agree to furnish any information in your possession that Nassau Financial may request regarding a check or item presented for deposit or deposited through Mobile Deposit. You further agree to cooperate with Nassau Financial in the investigation of any unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

E. Receipt of Items. Nassau Financial reserves the right to reject any item transmitted through Mobile Deposit, at Nassau Financial's discretion. Nassau Financial is not responsible for checks or items it does not receive in accordance with these Terms of Use or for items that are dropped or damaged during transmission. An image of a scanned item is deemed received when you receive confirmation from Nassau Financial that it has received the image. Receipt of such confirmation does not mean that the transmission was error free, properly processed or complete, or that funds will be credited for that check or item. You agree that Nassau Financial is not liable for any loss, costs, or fees you may incur as a result of a chargeback of an ineligible item. By using

Mobile Deposit, you accept the risk that an item may be intercepted or misdirected during transmission. You agree that Nassau Financial bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

F. Funds Availability; Cut-Off Times. Nassau Financial will make funds available for checks and items received, accepted, and successfully processed through Mobile Deposit in accordance with its standard funds availability policy, as outlined in your Deposit Agreements. Deposits made using Mobile Deposit to an Eligible Account after 4:00 p.m. Eastern Time on any business day will be considered received by Nassau Financial on the next business day.

G. Disposal of Items. You agree to retain any check or item submitted through Mobile Deposit for sixty (60) days after you have received confirmation from Nassau Financial that it has received your deposit ("Retention Period"). After the Retention Period, you agree to destroy the scanned check you presented for deposit, prominently mark it "VOID," or otherwise render it incapable of further transmission, presentment, or deposit. You agree to promptly provide the check to Nassau Financial during the Retention Period, if requested. You agree not to re-present a check or item that has been deposited through this service unless you are specifically notified to do so by Nassau Financial.

H. Deposit Limits. Nassau Financial reserves the right, at any time in its discretion, to impose limits on the amount(s) and/or number of deposits you may make over a certain period of time. If you attempt to make a deposit in excess of your limit, your deposit may be rejected. If you are permitted to make a deposit in excess of your limit, such deposit is still subject to these Terms of Use, and Nassau Financial is not obligated to accept a similar deposit at other times.

I. Presentment. The manner in which checks or items are cleared, presented for payment, and collected shall be in Nassau Financial's sole discretion as set forth in the Deposit Agreements.

J. Image Quality. The scanned image transmitted to Nassau Financial using Mobile Deposit must be legible. The image quality of the check or item must comply with the standards established from time to

time by the American National Standards Institute, or any higher standard set by Nassau Financial, and with requirements set by any clearing house used by Nassau Financial or regulatory agency with authority over Nassau Financial.

K. Representations and Warranties. You represent and warrant to Nassau Financial that:

(1) You will only submit eligible checks and items, and all checks or items will include all signatures required for their negotiation; (2) You will not transmit duplicate items, nor will you deposit or negotiate, or seek to deposit or negotiate, any previously transmitted check or item with any third party; (3) Images will meet Nassau Financial's image quality standards in effect from time to time; (4) All information you provide to Nassau Financial is accurate and true, including that all images submitted through Mobile Deposit accurately reflect the front and back of the check or item at the time it was scanned; (5) You will use Mobile Deposit only for your own deposits and will not allow use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Deposit by or for the benefit of any third party; (6) You will comply with these Terms of Use, and all applicable laws, rules, and regulations; (7) You are not aware of any factor which may impair the collectability of any item; (8) You agree to indemnify and hold Nassau Financial harmless from any loss for breach of the foregoing representations or warranties.