

1. MOBILE DEPOSIT SERVICE.

Your use of THE BANK Mobile Deposit Service ("Mobile Deposit Service") is governed by the terms of this Agreement. By completing the registration process described in paragraph 2 above or by using or continuing to use Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that messages displayed on your Mobile Device will be the primary means of communication for the Mobile Deposit Service. You agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

(a) **Mobile Deposit Service Description.** The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your Accounts from home, office, or other remote locations (individually a "Mobile Deposit"; collectively "Mobile Deposits") by taking photos of the front and back of original checks and transmitting the digital images ("Images") and associated deposit information to us or our processor with your Mobile Device.

(b) **Limits.** We may establish daily and 30-calendar day rolling limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The 30-calendar day limits are calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Bank (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limits may be obtained by contacting the Bank. Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

(c) **Business Days.** "Business Days" are Monday – Friday, excluding a holiday that the Bank is closed, as further set forth in your Online Banking Agreement.

(d) **Provisional Credit and Funds Availability.** After acceptance of the Mobile Deposit, Bank shall process the Mobile Deposit along with other transactions received prior to the Cut-Off Time, defined below, by Bank and grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that the credit is made to your Account subject to final payment of the Check Image and subject to the terms of the Deposit Account Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Mobile Deposit funds for Mobile Deposits made before the Cut-Off Time are available in accordance with our Funds Availability Disclosure contained in the Deposit Account Agreement.

(e) **Checks Deposited and Security Interest.** You hereby agree that you will only scan and deposit a check(s) as the term check is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the Image of the check that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are prohibited by Bank's then current procedures pertaining to the Mobile Deposit Service ("Procedures") or are in violation of any law, rule or regulation, (c) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (f) are U.S. Treasury checks (h) are checks issued by an insurance company, and (g) are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Account Agreement (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

(f) **Requirements.** Each Image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the Check and include your signature and your account number and "FOR MOBILE DEPOSIT ONLY." You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

(g) **Receipt of Deposit.** All Images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Deposit Account Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and approved by Bank on or before the cut-off time established by Bank from time to time (the "Cut-Off Time") on a Business Day that the Bank is open. A Mobile Deposit that is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Bank. When we receive an Image, we will confirm that you have submitted the Image via a message displayed on your Mobile Device. The message will advise you that we have either accepted or rejected your Mobile Deposit or that your Mobile Deposit needs to be reviewed. You agree that Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. It is your responsibility to check notifications from the Bank for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information

contained therein that are not received by Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

(h) **Original Checks.** After you have received confirmation that your Mobile Deposit has been approved for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of fourteen (14) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based item being unprocessable and all sensitive personal and financial information undecipherable. You hereby indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.

(i) **Contingency Plan.** You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

(j) **Returned Deposits.** If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either possess the original Check or have destroyed it in accordance with the original Check provisions in this Agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

(k) **Your Warranties.** You make the following warranties and representations with respect to each Image submitted for Mobile Deposit:

a. **Checks Deposited.** Each Image transmitted by you to Bank is in accord with and complies with the terms, conditions and procedures of this Agreement, the Procedures and the Deposit Account Agreement;

b. **Image Quality.** Each Image transmitted by you to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;

c. **Accuracy of Information.** All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;

d. **No Duplicates.** Each Image submitted to the Bank complies with your agreement not to: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Check from which the Image was created or a duplication (whether paper or electronic, including ACH entries) of such Check;

e. **No Loss.** No subsequent transferees of the Check or Checks, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

f. **Information.** All information provided by you to Bank is true, complete and accurate in all respects;

g. **Authority and Legality.** (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;

h. **No Litigation.** There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.

i. **Transactions.** Each Image submitted to the Bank and related transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.

j. **Compliance.** Each Image submitted to the Bank is in compliance with this Agreement, the Procedures, and the Rules.

k. **Indemnity.** You will honor your agreement to and will indemnify Bank for, and hold Bank harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of your warranties, representations and/or obligations under this Agreement or any other agreement between you and Bank, including, but not limited to, the Deposit Account Agreement, and the terms of this paragraph shall survive the termination of this Agreement.