



### **UniBank Mobile Deposit**

This Agreement is between Bank and Customer. It governs Customer's deposit and the Bank's processing of Checks through UniBank's Mobile Deposit, as described below. Customer agrees to the following terms:

#### **1. DEFINITIONS.**

1.1 "Account" means Customer's designated deposit account(s) at Bank.

1.2 "Business Day" means any calendar day that the U.S. Federal Reserve transacts business. Note -The U.S. Federal Reserve does not transact business on Saturdays, even though some Bank locations do operate on Saturdays.

1.3 "Check" means a draft, payable on demand and drawn on or payable through or at an office of a U.S. financial institution, whether or not negotiable, that is handled for forward collection, including a Substitute Check and a traveler's check; and does not include a non-cash item or any item payable in a medium other than U.S. dollars.

1.4 "UniBank's Mobile Deposit" ("Services") means all information, web-based services, technological infrastructure and installed software on Customer's computers, which allow Customer to remotely submit Checks for deposit through the Internet, as well as the check processing services to be performed by Bank upon submission of Substitute Checks through UniBank's Mobile Deposit.

1.5 "Security Procedures" means the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, and other security devices, systems and software used by Customer to communicate through the Internet for Services.

1.6 "Substitute Check" means a paper reproduction of the original check that: a) contains an image of the front and back of the original check; b) bears a MICR line containing all the information on the MICR line of the original check, except as provided under generally applicable industry standards for substitute checks to facilitate the processing of substitute checks; c) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for substitute checks; and d) is suitable for automated processing in the same manner as the original check.

#### **2. DUTIES AND RESPONSIBILITIES OF THE BANK**

2.1 Use of Services. Under the terms and conditions of this Agreement, Bank hereby grants to Customer a non-exclusive ability to utilize the Services through the Internet to deposit checks. Bank may place limits on the daily or monthly dollar volume of Checks or number of Checks allowable in using Services.

2.2 Processing. Bank will process Checks that Customer submits and the Bank receives through the Services. Bank receives the Checks once the customer has submitted the Checks properly and has received a reference number through the Services. Checks must be submitted by Customer through the Services in accordance with Bank's internal procedures and all state and federal laws during any Business Day, subject to the cutoff time of 6pm ET. Checks received by the Bank after the cutoff time or on a day that is not a Business Day will be processed and deposited on the next Business Day. Availability of funds deposited on a Saturday via the Services will be processed on the next business day.

that the U.S. Federal Reserve transacts business. Please see the UniBank "Funds Availability Disclosure" for additional details. It shall not be the Bank's responsibility to examine Checks to verify any data or dates but Bank may do so at any time for any purpose. Bank will process the Check according to the written amount shown on the Check, and Bank may correct the amount entered by Customer if the Bank determines any error in the Check or the amount entered is an unambiguous error. If the Check is ambiguous, Bank will return the check as an exception. Checks made payable to Customer or any reasonable derivation thereof are acceptable for deposit. If a Check does not have the necessary information to be processed by Bank, then Bank will treat the Check as an exception. If a Check is treated as an exception, it will be forwarded by Bank to Customer, and not deposited or otherwise reflected in the Account of Customer. Bank will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon. Except as otherwise provided in this Agreement, the funds availability provisions of Regulation CC shall apply to all Checks. The place of deposit shall be the Bank's main branch in Whitinsville, MA. Bank reserves the right to reject any Check or item deposited through the Services.

2.3 Limits. Personal accounts are limited to 300 mobile deposits per day for a maximum of \$10,000 and 300 mobile deposits per month for a maximum of \$30,000.

Small business accounts are limited to 300 mobile deposits per day for a maximum of \$10,000 and 300 mobile deposits per month for a maximum of \$30,000.

### 3. DUTIES AND RESPONSIBILITIES OF THE CUSTOMER

3.1 Use of Services. When using the Services, Customer shall: (i) submit only valid Checks payable to Customer; (ii) create an image of each Check that accurately represents all information on the front and back of the original Check, contains all endorsements applied to the Check, and all MICR line and other information required to create a Substitute Check; (iii) use the written amount of the Check when entering the amount of the check in the appropriate data field; and (iv) retain and store the original Checks in a secure manner for fifteen (15) days, after which the original Checks must be properly destroyed by use of a cross-cut shredder (or document destruction service acceptable to Bank). The procedures for use of Services may be updated from time to time by Bank and shall be binding upon Customer.

3.2 Endorsement. Customer will restrictively endorse all Checks as "For Mobile Deposit Only" followed by payee signature(s), or as otherwise instructed by UniBank. Failure to include this endorsement may result in a denied check image deposit. Customer will not allow a Check to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Check more than once.

3.3 Software, Internet, and Hardware. Customer will comply with all software, internet and hardware requirements necessary for use of Services.

3.4 Fee for Services. Currently, Bank does not charge a fee for the Services. However, Bank reserves the right to charge a fee at any time in the future. Customer agrees that Bank can charge and collect a fee for the Services if Bank provides Customer with written notice at least 30 days before charging the fee.

Customer also agrees that Bank can change any established fee for the Services if Bank provides Customer with written notice at least 30 days before implementing the fee change.

3.5 Covenants. Customer agrees that, upon Bank's request, Customer will promptly provide Bank with Customer's financial information, financial records and all documents and information in anyway relating to Checks or the Services. Customer represents and warrants that all Checks submitted through the Services and all images of such Checks are and at all time have been: (i) valid, bona fide and existing obligations of the payor of the Check; (ii) free of any liens or claims; (iii) authentic and not counterfeit, forged, altered or fraudulent; (iv) comply with all transfer and presentment warranties; and (v) comply with all applicable law, regulation, rules and technical standards.

3.6 Cooperation in Loss Recovery Efforts. In the event of any damages for which Customer may be liable or Bank is liable to a third party pursuant to the Services provided under this Agreement, Customer will undertake reasonable efforts to cooperate with Bank, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the Bank may be obligated to defend or elects to pursue against a third party (such as, but not limited to, any lost, incomplete, unusable or allegedly altered, forged or counterfeit Check).

#### 4. LIMITATION OF LIABILITY

4.1 Warranty Disclaimer. With respect to the Services, the Bank does not make any express or implied representations or warranties and specifically disclaims all warranties of merchantability and fitness for a particular purpose. The Bank does not represent or warrant that the Services will be suitable for the Customer or that they will be compatible with Customer's software, communication devices, or other equipment, or that the Services are error-free and will never suffer any interruption.

4.2 Limitation of Liability. The Bank shall not be liable for any loss to Customer that is not the result of the Bank's gross negligence or willful misconduct. In no event shall the Bank be liable for any consequential, indirect, incidental, special or punitive damages or any lost profits or loss of opportunity or goodwill, even if the Bank is aware of the possibility of such damages. Under no circumstances shall Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with the Service which is caused by interruption of telephone, facsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Customer or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable or beyond Bank's control. Bank shall not be liable for failure to perform any of its obligations in connection with the Service (i) if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority nor (ii) where such failure is due to Bank's review of any transaction(s) to satisfy itself that such transaction(s) are not in breach of any Federal, State, clearing house agency or other rules and regulations that may apply to Bank. If Bank fails to credit any of Customer's accounts upon discovery or notification of such error, Bank will properly credit such account, but Bank shall not

incur any liability therefore, including any loss resulting from failure by Customer to invest the amount of funds not properly credited to the account.

4.3 Customer Indemnity. Customer agrees to indemnify and hold harmless Bank for all losses, damages and expenses, including reasonable attorney fees, resulting from Customer's wrongful act or omissions, breach of any provision of this Agreement, breach of any applicable law or regulation, negligence or willful misconduct.

5. SECURITY PROCEDURES. Certain Security Procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications sent by Bank and Customer might be used in connection with the Services. Customer agrees that any such mutually agreed-upon Security Procedures shall be deemed commercially reasonable. Bank shall not be obligated to act on a communication not transmitted in accordance with the Security Procedures and may refuse to act on any communication where Bank reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. Bank shall have no duty to discover, and shall not be liable for, errors or omissions by Customer. If Bank complies with the Security Procedures in respect of a communication, Bank shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Bank shall not be liable for acting on, and Customer shall be bound by, any communication sent in the name of Customer, whether or not authorized. Bank reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time and upon prior written notice to Customer, to audit Customer's books and records to determine compliance with such Security Procedures. Whenever the Security Procedures include the assigning to Customer of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device, Customer shall not disclose such security device except to agents authorized to act for Customer in connection with the Services. Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify Bank if the confidentiality or integrity of any such security device is breached or threatened. Customer shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices.

6. INTERMEDIARIES. Bank may act on any communication and provide Services using any payment system or intermediary organization it reasonably selects. Bank's performance of Services is subject to the rules and regulations of any such system or organization. Bank may engage third parties to provide Services. Bank shall have no obligation to disclose arrangements with third parties to Customer or obtain Customer's consent thereto. Customer authorizes the transfer of information relating to Customer to agents of Bank or Customer for use in connection with Services or as required by law.

7. NOTICES. Any notice or other communication may be sent by Bank to Customer at Customer's postal, e-mail, facsimile or other address provided by Customer to Bank, and Bank may assume that any notice or communication sent to Customer at any such address has been received by Customer, until Customer notifies Bank in writing of another address.

8. DISCREPANCIES. Customer shall promptly notify Bank in writing (no later than 60 days after we sent the first statement on which the problem or error appeared) of any error in connection with the Service. Customer will detail any discrepancies between any records maintained by Customer and any notice Customer receives from Bank with respect to the Services, and shall provide Bank with any information it may reasonably request in connection therewith. Bank shall have the right to correct the amount in the data field for any Check that has an incorrect amount to be consistent with the image of the Check. Notwithstanding the foregoing, if Bank at any time discovers that the legal amount of the Check is different than the amount that has been credited to Customer's Account, Bank will make the necessary adjustment to the Account to correct the discrepancy.

9. FIDUCIARY STATUS. Nothing contained herein shall be deemed to create fiduciary status on the part of Bank in connection with the provision of the Services. This Agreement does not create any agency, partnership, joint venture or any other association with the Customer.

10. TERMINATION. Either party may terminate the Services at will. All other provisions and responsibilities outlined in this Agreement survive beyond termination of Services.

11. GOVERNING LAW. Except to the extent superseded by Federal law, the provision of Services shall be governed by the laws of the Commonwealth of Massachusetts.

12. WAIVER OF JURY TRIAL. Customer and Bank waive all rights to trial by jury in any litigation or other proceeding arising out of or relating to this Agreement or the Services.

13. GENERAL. This Agreement supplements the terms of the Account agreement. This Agreement and the Account agreement are the entire agreement between the Bank and Customer with respect to the subject matter of the Agreement and supersede any prior agreements or representations. In the event of any inconsistency between this Agreement and the Account agreement, this Agreement will govern. Customer may not assign or transfer this Agreement without the Bank's written consent. Bank may transfer or assign this Agreement without Customer's consent. This Agreement shall bind and benefit the Bank, Customer and their successors and assigns. This Agreement should not benefit any third party. Section headings are used for convenience only and do not affect the meaning of this Agreement. The Bank's failure to enforce any right under this Agreement shall not constitute a waiver of any future rights or excuse Customer's subsequent breach of the same obligation. If a court of competent

jurisdiction finds any provision of this Agreement unenforceable, the remaining provisions shall continue in full force and effect.

Revised 1/26/2021