



Mobile Deposit Service Agreement and Disclosure

Effective: July 2018

Definitions.

In this Mobile Deposit Service Agreement and Disclosure ("Agreement"), "you" and "your" shall refer to any and all individuals authorized by an account owner or authorized signer to access mobile deposit services ("Mobile Deposit") through Jewett City Savings Bank's online banking service ("Online Banking"). "We," "our," "us," or "Bank" shall refer to Jewett City Savings Bank.

The term "Authorized User" means customer or agent of customer.

The term "Business Day" means any day that the Bank is open to conduct substantially all of its banking services, but shall not include Saturdays, Sundays, or bank holidays.

The term "Capture Device" means any device acceptable to the Bank that provides for the capture of images from original Items for transmission through a clearing process.

The term "Check" shall have the definition set forth in Check 2I.

The term "Check 2I" means the Check Clearing for the 21st Century Act, as well as Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A.

The term "IRD" or "Image Replacement Document" means (a) a substitute Check as defined in Check 2I; or (b) the paper reproduction that will be created when an Item cannot be converted to an Automated Clearing House (ACH) transaction.

The term "Item" means a Check, money order, cashier's check, official check, U.S Treasury check, or any other payment instrument drawn on a financial institution within the United States and payable in U.S. Dollars, from a Payor to a Bank customer that may be transmitted as either data or image, and where applicable in the context, includes the electronic image of the front and back of an Item, in addition to other required information as specified by the Bank from time to time, in the format specified by the Bank from time to time. Notwithstanding the foregoing, it is understood that a Bank customer will only be transmitting electronic images of the front and back of Items and not any paper Items. In order for an Item to be processed for deposit, it must be restrictively endorsed in the proper location on the back of the Item.

The term "Payor" means consumers or businesses that make payments to a Bank customer by means of Items, but the Bank customer shall not be a Payor.

The terms "restrictively endorsed" and "restrictive endorsement" both mean writing on the back of a check which limits further negotiability of the check.

The term "Services" means the specific services provided by the Bank, including electronic check conversion and image archive systems that allow the use of a Capture Device to obtain and transmit the front and back images of Items and accompanying transaction data for the purpose of delivery to the Bank for clearing as an IRD. Services also include any applicable support services.

The term "Service Start Date" means the date that the Services are first utilized by the Bank customer.

The term "Term" shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

Terms and Conditions.

Your use of the Services constitutes your acceptance of the terms and conditions of this Agreement. Mobile Deposit is the Bank's remote deposit capture service available to Online Banking users through the Bank's mobile banking application. Mobile Deposit allows a user to transmit the image of a Check to the Bank for deposit. The Bank transmits the Check image, or its substitute, to

the paying financial institution for collection. You acknowledge and agree that the Services or any portion of the Services may be provided by one or more subcontractors. The Bank's Deposit Account Agreement, Truth-in-Savings Account Disclosure (for consumer accounts), Account Disclosure (for non-consumer accounts) Electronic Fund Transfer Agreement and Disclosure, Funds Availability Policy Disclosure, and Online Banking Agreement and Electronic Funds Transfer Disclosure ("Account Agreements") to which you have agreed previously, are hereby incorporated into and made a part of this Agreement. In the event of a discrepancy between this Agreement and the Account Agreements, this Agreement will control. All references to time of day refer to Eastern Standard Time. Capitalized terms used herein and not otherwise defined shall have the same meaning specified in other account disclosures you have received from us.

Use of the Services.

You agree, at your sole expense, to:

- 1) Provide connectivity between the Capture Device and the Online Banking service;
- 2) If applicable, maintain the Capture Device in accordance with the instructions provided by the Bank, its subcontractors, and/or any other Capture Device provider;
- 3) If applicable, utilize your own software or the Bank software to image and format Items as needed for transmission to the Bank prior to any communicated cut-off time;
- 4) Process return data and any remittance data delivered by the Bank for the purpose of updating your internal systems (which may include electronic and paper return Items);
- 5) Implement and maintain security measures, including firewall protection, in compliance with your obligations under this Agreement; and
- 6) Allow your internal system to create logs to record the transactions and transmit the logs to the Bank.

Compliance with Law.

You agree to comply with all laws, statutes, regulations, and ordinances pertaining to the Services, all laws relating to the banking transactions contemplated hereunder, as well as, all laws pertaining to the conduct of your business, if applicable. You promise to indemnify and hold the Bank harmless from any damages, liabilities, costs, expenses (including attorneys' fees), or other harm arising out of any violation thereof. This indemnity will survive termination of your account with the Bank and this Agreement.

Check Processing and Requirements.

IRD Processing. At the Bank's sole discretion, Items may be transmitted for electronic processing by other banks or converted to IRDs and transmitted to a printing facility for printing and clearing through traditional paper processing channels. The IRDs will be created in accordance with Check 21. Alternatively, the Bank may process Items as photocopies in lieu of originals under applicable industry standards. Items that fail to satisfy the warranties made to the Bank, that fail to meet the requirements of the Bank or Check 21, or that are otherwise not able to be processed may be charged back to your account or returned to you. You agree to be bound by any clearinghouse agreements, operating circular, and/or image exchange agreements to which the Bank is a party.

Your Liability. You shall be solely responsible if any IRD for which you have been given provisional credit is subject to return or reversal, and neither the Bank nor its subcontractors shall be liable or responsible for same. You acknowledge that all credits received for deposit are provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or a substitute Check as the charged-back Item. Information and data reported hereunder: (1) may be received prior to final posting and confirmation and is subject to correction; and (2) is for informational purposes only and may not be relied upon. You agree that the Bank shall have no liability for the content of payment related information.

Rejection of Deposit.

Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any Item for Mobile Deposit into your account. We are not liable for any service or late charges levied against you due to our rejection of any Item. In all cases, you are responsible for any loss or overdraft plus any applicable fees due to an Item being returned.

Restrictive Endorsement.

All Checks must be restrictively endorsed on the back of the check as follows: "For Mobile Deposit Only" followed by your account number. Any Check that does not contain this restrictive endorsement will not be accepted for deposit.

Unacceptable Deposits.

You understand and agree that you are not permitted to deposit the following Items using the Services:

- I. Any Item drawn on your account or your affiliate's account.
2. Any Item that is stamped with a "non-negotiable" or similar watermark.
3. Any Item that contains evidence of alteration to the information originally contained on the Check.
4. Any Item issued by a financial institution in a foreign country or not payable in U.S. Dollars.
5. Any Item that is incomplete.
6. Any Item that is "stale-dated" or "post-dated."
7. Any third-party Check (i.e., any Item that is made payable to another party and then endorsed to you by such party).
8. Cash.
9. Savings Bonds.
10. Any Item that has been re-deposited or returned, such as "non-sufficient funds" or "refer to maker," or returned for any other reason.
- II. A "remotely created Check."

Items Returned Unpaid.

A notice will be sent to you of transactions we are unable to process because of returned Items. With respect to any Item that you transmit to us for Mobile Deposit that we credit to your Account, in the event such Item is dishonored, you authorize us to debit the amount of such Item along with any applicable fees from your account.

Unavailability of Services.

You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original Check at our branches or through our night depository or by mailing the original Check to us at Jewett City Savings Bank, III Main Street, Jewett City, CT 06351. It is your sole responsibility to verify through Online Banking that Items deposited using the Services have been received and accepted for deposit by us. You may receive an email notification from the Bank regarding Items that are accepted or rejected. However, you agree that any email notification from the Bank to you regarding an accepted or rejected Item is sent as a courtesy only. You also agree that it is your sole responsibility to maintain a valid and active email address at all times. The Bank has no obligation to contact you in any other manner when email notifications are for any reason undeliverable. You understand that it is the Bank's policy to never request any information from you through these email notifications.

Business Days.

Our Business Days are Monday through Friday, except federal holidays. If you make a deposit before 3:00 p.m. on a Business Day that we are open, we will consider that day to be the day of your deposit. If you make a deposit after 3:00 p.m. or on a day that is not a Business Day, we will consider the deposit made on the next Business Day.

Funds Availability.

You understand and agree that, for purposes of deposits made using the Services, the place of deposit is Jewett City, Connecticut. Generally, the funds you deposit by Check using the Services will be available on the second Business Day after the day of your deposit. Depending on the type of Check that you deposit, funds may not be available on the second Business Day after the day of your deposit. The first \$200 of your deposit, however, will be available on the first Business Day after the date of deposit. We will notify you if we delay your ability to withdraw funds.

Accountholder's Warranties.

You make the following warranties and representations with respect to each image of an original Check you transmit to us utilizing the Services:

1. Each image of a Check transmitted to us is a true and accurate rendition of the front and back of the original Check, without any alteration, and that the drawer of the Check has no defense against payment of the Check.
2. The amount, the payee, signature(s), and endorsement(s) on the original Check are legible, genuine, and accurate.
3. Each Check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same Payor's account to be debited twice.
4. Each Check that you submit to us for deposit will be directly payable to the individual or business in whose name the account to which you are requesting it be deposited is registered.
5. Other than the digital image of an original Check that you remotely deposit through the Services, there are no other duplicate images of the original Check.
6. You have instituted procedures to ensure that each original Check was authorized by the Payor in the amount stated on the original Check and to the payee stated on the original Check.
7. The information you have provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
8. You have not knowingly failed to communicate any material information to us.
9. You have possession of each original Check deposited using the Services and no party will submit the original Check for payment.
10. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Storage of Original Checks.

You must securely store each original Check that you deposit using the Services for a period of sixty (60) days after we have acknowledged acceptance. After such period expires, you will destroy the original Check. You understand this means the original Check(s) must be accessible only by you or your authorized representative. You understand and agree that you are responsible for any loss caused by your failure to securely store the original Check.

Charges for Use of the Services.

We may impose a fee for use of the Mobile Deposit service. See our Schedule of Fees and Services for current fees.

Limitations on Frequency and Dollar Amount.

You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of Mobile Deposit. In general, you may deposit no more than five Checks that total no more than \$3,000.00 on any Business Day.

Withdrawal of Access.

We may deny, suspend, or revoke access to the Services immediately, in whole or in part, in our sole discretion and without notice, if we believe you are in breach of this Agreement, are otherwise using or accessing the Services inconsistent with the terms and conditions hereof, or if we feel it is necessary to maintain the security of the system. Further, the Bank or its subcontractor shall have the right to suspend the Service immediately in the event of an emergency.

Relationship to Other Agreements and Disclosures.

The information in this Agreement applies only to the Services described herein. Provisions in other agreement and/or disclosure documents, as may be revised from time to time, remain effective for all other aspects of your account.

In Case of Errors.

You agree to immediately notify us of any suspected errors regarding Checks deposited using Mobile Deposit through the Online Banking service.

Governing Law.

You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Connecticut,

notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Connecticut.

Periodic Statement.

Any remote deposits made through the Services will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Services by no later than sixty (60) days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Change in Terms.

We may amend, modify, add to, or delete from this Agreement from time to time. We may also adjust the charges, as described in the Schedule of Fees and Services, for the Services indicated in this Agreement. You will be notified by us of any such change to this Agreement or to the Schedule of Fees and Services. Your use of the Services after receipt of notification of a change to this Agreement and/or the Schedule of Fees and Services constitutes your acceptance of any such change.

Accountholder's Indemnification Obligation.

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.

Termination of the Services.

You may, by written request, terminate the Services provided for in this Agreement. We may terminate your use of the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your account.

Waiver.

The failure of either party to seek a redress for violation, or to insist upon the strict performance of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Force Majeure.

You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay in the Services due to causes beyond our reasonable control.

Other Terms.

You may not assign this Agreement. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

WARRANTIES AND DISCLAIMERS.

YOU REPRESENT AND WARRANT TO JEWETT CITY SAVINGS BANK: (A) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER AND ALL INFORMATION SUPPLIED BY YOU TO JEWETT CITY SAVINGS BANK IS ACCURATE AND TRUE.; (B) YOU WILL PROVIDE ALL REASONABLE ASSISTANCE TO JEWETT CITY SAVINGS BANK AND ITS SUBCONTRACTORS IN PROVIDING THE SERVICES SET FORTH HEREIN; (C) YOU AND ANY AUTHORIZED USERS WILL ONLY USE THE SERVICES FOR LAWFUL PURPOSES AND IN COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS AND WITH JEWETT CITY SAVINGS BANK'S REASONABLE INSTRUCTIONS, RULES, POLICIES, SPECIFICATIONS, TERMS AND CONDITIONS, AND OPERATING PROCEDURES AND WILL NOT VIOLATE ANY LAW OF ANY COUNTRY OR THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (D) YOU WILL TRANSMIT ONLY ACCEPTABLE ITEMS FOR DEPOSIT

AND WILL HANDLE THE ORIGINAL ITEMS FOLLOWING TRANSMISSION TO JEWETT CITY SAVINGS BANK AS AGREED, DIRECTED BY JEWETT CITY SAVINGS BANK AND IN ACCORDANCE WITH APPLICABLE LAW; (E) YOU ARE A PERSON AUTHORIZED TO ENFORCE EACH ITEM OR ARE AUTHORIZED TO OBTAIN PAYMENT OF EACH ITEM ON BEHALF OF A PERSON ENTITLED TO ENFORCE AN ITEM; (F) THE ITEMS HAVE NOT BEEN ALTERED; (G) EACH ITEM BEARS ALL APPLICABLE INDORSEMENTS IN A RESTRICTED FORMAT AS DIRECTED BY JEWETT CITY SAVINGS BANK; (H) THE ELECTRONIC IMAGE PORTION OF EACH ITEM ACCURATELY AND LEGIBLY REPRESENTS ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECK AS OF THE TIME THE ORIGINAL CHECK WAS TRUNCATED; (I) THE INFORMATION PORTION OF THE ITEM CONTAINS A RECORD OF ALL APPLICABLE MICR-LINE INFORMATION REQUIRED FOR A SUBSTITUTE CHECK; (J) THE ITEM CONFORMS TO THE TECHNICAL STANDARDS FOR AN ELECTRONIC ITEM AS SPECIFIED BY JEWETT CITY SAVINGS BANK FROM TIME TO TIME; (K) YOU WILL SUBMIT ONLY ONE ACCURATE AND CLEAR IMAGE OF THE FRONT AND BACK OF EACH ITEM TO JEWETT CITY SAVINGS BANK ONE TIME ONLY; (L) YOU WILL NOT DEPOSIT THE ORIGINAL ITEM AND NO PERSON WILL RECEIVE A TRANSFER, PRESENTMENT, OR RETURN OF, OR OTHERWISE BE CHARGED FOR, THE ITEM (EITHER THE ORIGINAL ITEM, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE ORIGINAL ITEM) SUCH THAT THE PERSON WILL BE ASKED TO MAKE PAYMENT BASED ON AN ITEM IT HAS ALREADY PAID; (M) THE AMOUNT OF AN ITEM ENTERED BY YOU OR ANY AUTHORIZED USER FOR TRANSMISSION TO JEWETT CITY SAVINGS BANK IS ACCURATE; AND (N) YOU AND ANY AUTHORIZED USERS WILL NOT (1) SELL, LEASE, DISTRIBUTE, LICENSE OR SUBLICENSE THE TECHNOLOGY OR SERVICES; (2) MODIFY, CHANGE, ALTER, TRANSLATE, CREATE DERIVATIVE WORKS FROM, REVERSE ENGINEER, DISASSEMBLE, OR DECOMPILE THE TECHNOLOGY OR SERVICES IN ANY WAY FOR ANY REASON; (3) PROVIDE, DISCLOSE, DIVULGE OR MAKE AVAILABLE TO, OR PERMIT USE OF THE TECHNOLOGY OR SERVICES BY, ANY THIRD PARTY; (4) COPY OR REPRODUCE ALL OR ANY PART OF THE TECHNOLOGY OR SERVICES; OR (5) INTERFERE, OR ATTEMPT TO INTERFERE, WITH THE TECHNOLOGY OR SERVICES IN ANY WAY.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

LIMITATION OF LIABILITY.

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF JEWETT CITY SAVINGS BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.