

Waterford Bank, NA
Business Mobile Banking and Mobile Deposit Services Agreement
Last updated April 11, 2017

Enrollment and Acceptance of Service

Thank you for using the Waterford Bank, N.A. (referred to herein as “Waterford,” “we” or “us”) Business Mobile Banking and Mobile Deposit Services (the “Service,” “Services,” “Mobile Banking” or “Mobile Banking Service”) and any related mobile device applications software (the “Software”) provided by us combined with your mobile device’s text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part.

The terms and conditions contained in this Business Mobile Banking and Mobile Deposit Services Agreement (the “Services Agreement”) are in addition to and do not replace or supersede any other agreements for any of your accounts with Waterford. Enrollment and use of the Mobile Banking Service constitutes agreement to the terms and conditions contained in this Services Agreement, both on your behalf personally and, if applicable, on behalf of your business as its representative, signer, and/or user.

You must be enrolled in Waterford’s eCorp Online Banking (“Online Banking” or “Online Banking Service”) in order to have access to the Service, which is offered as a convenience and supplemental service to our Online Banking Services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us, including monthly account statements which are the official record of your accounts and account activity. If your Online Banking Services are disabled or terminated, these Services will also be disabled or terminated.

In order to use the Service to originate and approve ACH and wire transfer transactions, you must be a party to all such additional agreements required by Waterford which are specifically applicable to the provision and use of those services.

Definitions

“You” and “your” means, individually and collectively, any person or entity (and any parent company, subsidiary or affiliate of the same) that has a business deposit account with us that may be accessed through eCorp Online Banking and who has executed the eCorp Online Banking Access Agreement, and includes any authorized representatives, signers, and/or users on such accounts(s). Without exclusion, the term includes each person using Mobile Banking with your express authorization, on your behalf, or with respect to whom you create circumstances that have the effect of granting them access to your accounts through the Mobile Banking Services, and in each case, regardless of the identity of the owner of the device through which Mobile Banking is accessed. An entity includes sole proprietorships, partnerships, joint ventures, limited liability companies, corporations, professional corporations, not-for-profit associations and corporations, government agencies, municipalities, trusts and other similar organizations.

Description of Services.

In using a supported mobile device, Waterford offers customers three methods of mobile access to their account information (e.g., for checking balances and last transactions) under the Mobile Banking Service, including via short message service (SMS) text messaging, mobile device applications software, and through mobile browsers. The Mobile Banking Service is a financial information management service that allows you to:

- (i) Access your Waterford account information such as balances and recent transaction history;
- (ii) Make and approve transfers of funds between your accounts at Waterford;
- (iii) Make positive pay approvals;
- (iii) Originate and approve ACH transactions and wire transfers;
- (iv) Deposit checks with Waterford using the Mobile Deposit Capture Service;
- (v) Schedule bill payments; and
- (vi) Make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

Not all Mobile Banking Services are available on all types of mobile devices and may not be accessible or may have limited utility over some network carriers. Call Waterford at 866-707-2871 if you have questions pertaining to the

Service. Waterford reserves the right to modify the scope of the Mobile Banking Services at any time and to refuse to make any transaction you request through the Mobile Banking Service.

General Terms and Conditions

1. **Account Ownership/Accurate Information.** You represent that you are the legal owner of, authorized signer on, or otherwise an authorized user with respect to, the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate

2. **Location-Based Information.** If you use any location-based feature for Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you may cease using location-based features of Mobile Banking.

3. **Security of Mobile Device and Authentication Method.** You understand and agree that these Services may not be encrypted and may include nonpublic or confidential information about you, such as your account activity or status. You acknowledge that smartphones and other Web enabled devices, including the mobile device or devices you use to access the Mobile Banking Service, are subject to similar security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on your mobile device. You agree to exercise caution when utilizing the Mobile Banking Service application on your mobile device and to use good judgment and discretion when obtaining or transmitting information.

You agree that we are entitled to act upon instructions we receive with respect to the Service under your personal identification number, user access ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that you are responsible for (i) maintaining the confidentiality and security of your mobile devices, access number(s), password(s), security question(s) and answer(s), account number(s), Authentication Method, and any other security or access information, used by you to access your mobile device or the Mobile Banking Service, and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with Mobile Banking. You agree not to supply your Authorization Method to anyone and to immediately notify Waterford if you become aware of any loss, theft or unauthorized use of the Mobile Banking Service. Waterford reserves the right to deny you access to Mobile Banking if it believes that any loss, theft or unauthorized use of access information has occurred. You agree that Waterford will not be liable for any disclosures which occur if you do not take appropriate steps to prevent access to your information by unauthorized persons. Any losses, charges and unauthorized transactions involving your accounts that are incurred through loss of your mobile device or your failure to safeguard the Authentication Method you use to access and use the Mobile Banking Services will remain your responsibility. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method.

You agree to check your statements and transactions regularly, to report any errors to us promptly by calling us at 866-707-2871 and to cancel immediately your participation in Mobile Banking if you observe any material errors in the mobile Banking Services.

4. **Limitations.** When using Mobile Banking, you may experience technical or other difficulties that are outside the control of Waterford. Delivery and receipt of information, including instructions for payment, transfer, and other move money transactions, through the Services may be delayed or impacted by factor(s) pertaining to your internet service provider(s), wireless providers, phone carriers, other parties, or because of other reasons outside of Waterford's control. Waterford is not responsible for damages that you may incur as a result of these difficulties or unavailability of Mobile Banking. You agree that Waterford will not be liable for losses or damages arising from failed, delayed, or misdirected delivery and mishandling of, or inaccurate content in information and instructions sent through the Service; any errors in such information; any action you may or may not take in reliance on the information or Services; or any disclosure of account information to third parties resulting from your use of the Service.

5. **Privacy and User Information.** You acknowledge that in connection with your use of the Services, Waterford and its affiliates and service providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively, "User

Information”). Waterford and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Waterford and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

6. **Restrictions on Use.** You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Waterford (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Waterford or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, malware, trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Waterford, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Waterford or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party’s account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

7. **Ownership and License.** Subject to your compliance with this Business Mobile Banking and Mobile Deposit Services Agreement, you are hereby granted a limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the Software on your mobile device within the United States and its territories. In the event that you obtain a new or different mobile device, you may be required to download and install the Software to that new or different mobile device. You may use Mobile Banking only for your benefit. You agree that Waterford and its third party service providers retain all ownership and proprietary rights in Mobile Banking, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of Mobile Banking, including the Software, or distribute, or create derivative works from the content thereof. In the event that you attempt to use, copy, license, sublicense, sell, or otherwise convey or to disclose the Software or any other part of the Mobile Banking Service, in any manner contrary to the terms of this Services Agreement, Waterford shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such actions.

This License shall be revoked immediately upon any of the following conditions:

- (i) Your termination of Mobile Banking;
- (ii) Your deletion of the Software from your Wireless Device;
- (iii) Your noncompliance with these terms and conditions; or
- (iv) Written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of Software) reserve all rights not granted to you in these terms and conditions.

8. **Charges for the Service.** You agree to pay for the Mobile Banking Service in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such

fees incurred in connection with your use of the Mobile Banking Service. In the future, we may add to or enhance the features of the Mobile Banking Service. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

9. **Messaging and Data Charges.** By participating in the Mobile Banking Service or using the Software you agree that the Mobile Banking Service or the Software may require the use of your mobile device's data and text messaging capabilities and that standard data and text messaging charges apply in accordance with your service agreement with your mobile service provider. You agree that Waterford is not responsible for any charges you may incur while using the Mobile Banking Service and Software.

10. **Amendment.** This Services Agreement is subject to change from time to time. Waterford will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement or by an online secure message. You may be prompted to accept or reject any material change to this Services Agreement the next time you use the Service after Waterford has made the change. Your acceptance of the revised terms and conditions or any continued use of the Services following notice will indicate your consent to be bound by the revised Agreement. Further, Waterford reserves the right, in its sole discretion, to cancel the Service at any time, or to change, modify, add, or remove portions from the Services without prior notice. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

11. **Notices and Communications.** You agree that Waterford may send you, by SMS text message, e-mail, and other reasonable delivery channels, communications relating to the Mobile Banking Service. Except as otherwise provided in this Services Agreement, all notices required to be sent to you will be effective when Waterford mails or delivers them to the last known address that Waterford has for you in its records or when Waterford makes such notices available to you through electronic means, such as via an email or SMS text message, or website posting. All notices and communications sent by you to Waterford will be effective when Waterford has received them and has had reasonable time to act on them. You agree to notify Waterford promptly of any change in your mailing address, email address, or telephone number.

12. **Attorney Fees.** If Waterford becomes involved in legal action to defend or enforce this Services Agreement, you agree to pay Waterford's reasonable attorney fees and court costs, to the extent not prohibited by law.

13. **Governing Law.** This Services Agreement, and your rights and Waterford's obligations under this Services Agreement, are governed by and interpreted according to United States federal law and the laws of the State of Ohio. If state and federal law are inconsistent, or if the state law is preempted by the federal law, federal law governs. Should any terms of this Services Agreement not be legally enforceable, the terms of this Services Agreement will be considered changed to the extent necessary to comply with applicable law.

14. **Liability and Disclaimer of Warranties.** YOU AGREE YOUR USE OF MOBILE BANKING AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WATERFORD IS ONLY RESPONSIBLE FOR PERFORMING MOBILE BANKING AS EXPRESSLY STATED IN THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO MOBILE BANKING WILL BE AVAILABLE AT ALL TIMES AND WATERFORD SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS MOBILE BANKING. MOBILE BANKING IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WATERFORD AND ITS THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING MOBILE BANKING, EQUIPMENT OR THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL WATERFORD OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE, THE EQUIPMENT OR MOBILE BANKING WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WATERFORD HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WATERFORD AND ITS THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. WATERFORD MAKES NO WARRANTY THAT MOBILE BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE RESULTS THAT ARE OBTAINED FROM MOBILE BANKING WILL BE ACCURATE OR RELIABLE, AND/OR ANY ERRORS IN MOBILE BANKING OR THE SOFTWARE WILL BE CORRECTED.

15. **Indemnification.** Without limiting any of your other obligations to us under this Services Agreement, you agree to protect and fully compensate Waterford and its affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Mobile Banking Service, your violation of any of the terms of the Mobile Banking Service or this Services Agreement, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

SMS Text Banking Terms and Conditions

Use of Waterford SMS Text Banking is subject to the following additional terms and conditions. .

1. **Program.** Waterford offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Waterford as well as providing a mobile device telephone number. The mobile device number's verification is completed by the user receiving an SMS text message with a verification code which they will have to enter through Online Banking. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

2. **Questions.** You can contact us at clientservices@waterfordbankna.com or 866-707-2871, or send a text message with the word "HELP" to this number: 72080. Waterford representatives can answer any questions you have about the program.

3. **To Stop the Program.** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 72080. You'll receive a one-time opt-out confirmation SMS text message. After that, you will not receive any future messages. This does not terminate your enrollment for any other Mobile Banking Services.

Business Mobile Deposit Capture Terms and Conditions

Use of the Waterford Mobile Deposit Capture Service ("Mobile Deposit" or "Mobile Deposit Service") is subject to the following additional terms and conditions, and by enrolling to use the Mobile Deposit Service you agree to be bound by such terms and conditions, which are in addition to, and do not cancel, supersede or replace, the Online Banking Agreement, this Services Agreement, and/or any other agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans, services, or other business relationships with Waterford.

1. **Customer Enrollment.** To use Mobile Deposit, you must be a Waterford account holder and have agreed to both the Online Banking Agreement and this Mobile Banking Services Agreement. A separate enrollment process for the Mobile Deposit Service may be required by Waterford in its sole discretion, and not all new or existing Waterford customers may be eligible to enroll in and use the Mobile Deposit Service. Waterford shall have the sole and absolute discretion regarding enrollment and use of Mobile Deposit and to determine any specific deposit limits applicable to a particular customer. In evaluating customers for enrollment in the Mobile Deposit Service, Waterford may utilize information regarding the customer's account history with Waterford and may request financial and other information from a customer in order to evaluate the risks of providing the Service.

2. **Description of Service.** Mobile Deposit allows you to deposit money into certain Waterford accounts with your mobile device camera using the Mobile Deposit Application or "Mobile App." You may transmit deposits to Waterford electronically only from a mobile capture device located in the United States.

3. **Acceptance of Terms.** Your use of the Mobile Deposit Service constitutes your agreement to the Mobile Deposit terms and conditions and the Services Agreement, as well as the Online Banking Agreement. These terms and conditions may be subject to change from time to time. Waterford will notify you of changes and will update this Services Agreement accordingly. Your continued use of the Mobile Deposit Service will indicate your consent to be bound by any revisions or modifications thereto.

4. **Fees.** Refer to the current Waterford Fee Schedule for all fees associated with the use of Mobile Banking and Mobile Deposit. You may request a copy of the Waterford Fee Schedule by contacting us at

clientservices@waterfordbankna.com or 866-707-2871. Additional internet data usage rates may apply from your Internet service provider and/or mobile carrier in connection with the use of these services.

5. **Equipment.** To use Mobile Deposit, you must obtain, use and maintain, at your expense, compatible hardware and software. Waterford is not responsible for any third party software you may need to use the Mobile Deposit. Waterford may also change hardware and software requirements at any time or may require you to upgrade your Mobile App to continue using Mobile Deposit. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation. Waterford does not guarantee that all mobile devices and operating systems are compatible with Mobile Deposit.

6. **Unavailability of the Waterford Mobile Deposit Service.** The Mobile Deposit Service may be temporarily unavailable due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider, and/or Internet software. In the event that the Mobile Deposit Service is unavailable, you may deposit original checks at our branches or through the mail. Waterford makes no representation or warranties as to the availability of the use of the Mobile Deposit Service at any given time, and you agree to hold Waterford harmless from any losses incurred as the result of such unavailability.

7. **Types of Checks.** You can only deposit checks using Mobile Deposit. However, there are some check types that you cannot deposit using Mobile Deposit. These include:

- Checks or items that are not payable to your business.
- Checks or items that are payable to your business and another party who is not a joint owner of the account into which the check is to be deposited.
- Checks or items that have been altered or that 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.
- Any image of a check that has already been deposited, or any check which has previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution.
- Checks or items drawn on a financial institution located outside the United States or which are not payable in United States currency .
- Checks or items dated more than six months before the date of deposit.
- Checks that are irregular in any way (e.g., where the numerical and written amounts are different).
- Checks that are not in original form with an original signature, such as substitute checks or remotely created checks.
- Registered government warrants.
- Checks payable to "Cash" or with any endorsement on the back other than as permitted herein.
- Travelers checks, money orders, or postal money orders.
- Checks that have previously been returned unpaid for any reason.
- Checks or items for which you are aware that a stop payment order has been issued or for which there are insufficient funds.
- Checks that exceed any maximum deposit limits described in this Services Agreement.
- Cashier's/Official Checks.
- Insurance Drafts.
- Credit Card Cash Advance Checks.

8. **Endorsements and Procedures.** You agree to restrictively endorse any check transmitted through the Mobile Deposit Service as “For Waterford Bank, N.A. deposit only” along with your business name and the signature of an authorized signer to your business account with Waterford. You agree to follow any and all other procedures and instructions for use of the Deposit Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Deposit Service. Improper endorsement may result in rejected deposit.

9. **Deposit Limits.** Waterford reserves the absolute right to establish and assign to you deposit limits for the Mobile Deposit Service (including limits on the dollar amount and/or number of checks that you may transmit through Mobile Deposit each day), and you agree to comply with all such limits. These limits may be modified from time to time in Waterford’s sole and absolute discretion without notice. Items transmitted that exceed your limits may result in a rejection of the deposit.

10. **Representations & Warranties.** As a condition of using the Mobile Deposit Service, you make the following warranties and representations with respect to each check image you transmit to us using the Service:

- a. You will only transmit eligible checks and items that you are entitled to, and ensure that all checks and items include all required original signatures.
- b. Check images will meet Waterford’s image quality standards.
- c. You will not transmit an image or images of the same check or item to Waterford more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- d. You will not deposit or re-present the original check for deposit.
- e. All information you provide to Waterford is accurate and true, and that all transmitted check images accurately reflect the front and back of the check.
- f. You will comply with this Services Agreement and all other applicable agreements rules, laws and regulations.
- g. You will use Mobile Deposit only for your business deposits.
- h. Any user of this Mobile Deposit is at least 18 years of age.
- i. You agree to indemnify and hold harmless Waterford from any loss for breach of this warranty provision or the terms of this Services Agreement.
- j. You acknowledge that it is your responsibility to ensure that deposits post to your account.

With respect to each check image, you make to us all representations and warranties that we also make, or are deemed to make, to any party pursuant to law, regulation, or clearinghouse rule. You agree that 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.

11. **Image Quality.** The front and back images of an item transmitted to Waterford must be legible. Items with poor image quality may delay the deposit process, and you may be instructed to deposit the check using other methods. You agree that Waterford shall not be liable for any damages resulting from items with poor image quality, including those related to rejection of, or the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check or item.

12. **Receipt of Deposits.** Waterford reserves the right to reject any check transmitted through Mobile Deposit, at our discretion, without liability to you. Waterford is not responsible for processing or transmission errors that may occur, or for deposited items that it does not receive. An image of an item shall be deemed received when you receive a confirmation from Waterford that we have received the image. Receipt of such confirmation does not mean that the transmission will be processed on the date of receipt (for example, if not received on a banking day or received on a business day but subsequent to Waterford’s daily cut-off time), was error free, complete, or will otherwise be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any items that we subsequently determine was not an eligible item. You agree that Waterford is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

13. **Cut-Off Times for Deposits.** The daily cut-off time for electronic deposit through the Mobile Deposit Service is 4:30 PM EST on any business day. Business days are Monday through Friday, excluding state or federal holidays. This daily cut-off time is subject to change by Waterford without notice to you. Deposits sent using Mobile Deposit may be “submitted” to Waterford any time of day, night, weekend, or holiday. If an image of an item you transmit through Mobile Deposit is received and accepted by Waterford on a business day prior to Waterford’s cut-off time,

Waterford considers that business day to be the day of your deposit. However, deposits received by Waterford after the daily cut-off time for electronic deposits will be accepted for processing on the next business day, provided that the deposit meets all requirements for acceptance and successful processing. Deposits submitted on holidays or weekends will also be accepted for processing on the next business day, provided the deposit meets all requirements for acceptance and successful processing.

14. **Availability of Funds Deposited.** You understand and agree that funds transmitted using Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In most cases, once a check or item is verified by Waterford, the balance of the check will be made available to you the first business day after the day the deposit is accepted for processing. However, Waterford may delay funds availability in its sole discretion based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Waterford, in its sole discretion, deems relevant. In addition, all deposits are subject to verification by Waterford and may be rejected, limited, or returned by Waterford for any reason without liability to you even if these actions cause outstanding checks or other debits to your account to be dishonored or returned. You understand and agree that checks and items must be received and accepted by us before the applicable cutoff time and must not be incomplete, illegible, or erroneous to be eligible for the foregoing availability time frame, and the successful processing of a check or item could be delayed due to our review and verification procedures.

15. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Waterford's sole discretion subject to the Terms and Conditions of Your Account governing your deposit account(s) with Waterford.

16. **Returned Items.** You are solely responsible for any check or item for which you have been given provisional credit, and any such check or item that is returned or rejected may be charged back to your Account plus any associated fees that may apply. You acknowledge that all credits received for deposits made through Mobile Deposit are provisional, subject to verification, and final settlement. Any items that Waterford returns to you will be returned in the form of an electronic image or an "Image Replacement Document" or "IRD." As with any returned item, you will be responsible for reimbursing us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. You are prohibited from attempting to deposit or otherwise negotiate an original check through the Waterford Mobile Deposit service if it has been charged back to you. If you deposit a check through the Waterford Mobile Deposit service that is returned to us for any reason, including but not limited to insufficient funds of the payor we may "set off" the amount of the returned item by debiting the account into which you deposited the returned item or by transferring funds from another Waterford account held by you. We may do so whether or not the reason for the returned item was presented to us in a timely basis. For information regarding fees that may be assessed to you for the return of deposits, please see the current Waterford Fee Schedule.

17. **Errors.** Unless otherwise specified in your account agreement with us, you must notify Waterford of any errors, or suspected errors, related to the items deposited through the Mobile Deposit Service as soon as possible after they occur, and in no event later than 30 days after the related account statement is sent. You can contact Waterford by calling 1-866-707-2871 or by visiting a branch. Unless you notify Waterford within the 30 day period referenced herein or as otherwise specified in your account agreement, the account statement containing the deposits made through Mobile Deposit is deemed correct, and you cannot bring a claim against Waterford for any alleged errors.

18. **Destruction of Original Check.** Once you have deposited the check successfully, mark the front of the check with the date of deposit and store the check in a secure location for 14 days. This prevents the check from being presented for deposit another time. You agree never to re-present to Waterford or any other party a check or item that has been deposited through the Mobile Deposit Service. You will be liable for checks that are presented and/or deposited more than once. After 14 days, and after you have confirmed the deposited funds have been applied to your account correctly, you must destroy the check by shredding or other means.

19. **Changes to Mobile Deposit.** Waterford reserves the right to terminate, modify, add and remove features from Mobile Deposit at any time in its sole discretion. You may reject changes by discontinuing use of Mobile Deposit. Your continued use of Mobile Deposit will constitute your agreement to such changes. Maintenance to Mobile Deposit may be performed from time-to-time resulting in interrupted Mobile Deposit, delays or errors in Mobile Deposit and Waterford shall have no liability for any such interruptions, delays or errors.

20. **Termination.** Waterford may turn off Mobile Deposit to you if Waterford suspects fraud, if you misuse Mobile Deposit, have excessive overdrafts or returned items, or for other reasons at Waterford's sole discretion.

21. **Cooperation with Investigations.** You agree to cooperate with Waterford in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmission.

22. **Right to Audit.** Waterford may periodically audit and verify your compliance with this Services Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by Waterford in the course of the audit.