



# Fairfield County Bank

Member FDIC

1-877-431-7431

## MOBILE CHECK DEPOSIT SERVICES AGREEMENT

This Mobile Check Deposit Services Agreement (“Agreement”) contains the terms and conditions that apply to Fairfield County Bank’s mobile check deposit services “Mobile Check Deposit”. Other agreements you have entered into with Fairfield County Bank, including your *Connect24* Online Banking Customer Agreement and Disclosure Statement, the Mobile Banking Service Agreement (which governs your use of our online and mobile banking services), and the Consumer Customer Agreement and Business Customer Agreement, as may apply, are incorporated by reference and made part of this Agreement.

The words “you” and “your” refer to you as the person or business entity entering into this Agreement. The words “you” and “your” also include any user you authorize to use Mobile Check Deposit on your behalf. The words “we,” “us,” “our” and “Bank” refer to Fairfield County Bank.

**Services.** Mobile Check Deposit is designed to allow you to make deposits of checks (“original checks”) to your checking or savings accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information (“images”) to us or our processor with your mobile device (“Mobile Device”).

All images processed for deposit through Mobile Check Deposit will be treated as “deposits” under the Consumer Customer Agreement or Business Customer Agreement governing the deposit account to which you make deposits through Mobile Check Deposit.

**Fees.** The Mobile Check Deposit service is provided at no charge to consumers. Business customers may be assessed a \$0.20 per deposited item fee. We may, upon at least 30 days prior notice to you, change our fees for use of the Mobile Check Deposit service. If you continue to use the Mobile Check Deposit service after the fee(s) becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, we will require that you designate an account at the Fairfield County Bank from which such fees will be debited. If such account is closed or does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

**Limits.** When using the Service to deposit funds, deposits are limited to \$5,000 per check deposit with a maximum deposit amount of \$5,000 per day not to exceed a total deposit(s) value of \$25,000 per week. You must submit your Mobile Deposit prior to 5:00 p.m. EST for a deposit to be considered that business day. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**Eligibility.** To become eligible to use the Mobile Check Deposit Service, you must open or maintain a deposit account at the Bank, review and accept this Agreement, complete the *Connect24* Online Banking enrollment form online through your device, and complete the installation of the Bank’s mobile banking application. **Your use of any of the online banking services available through *Connect24* means that you agree to the terms and conditions stated in this Agreement.** If you have enrolled for the bill payment service, the terms and conditions of both this Agreement and the separate bill payment service agreement will apply.

**FAIRFIELD COUNTY BANK’S MOBILE CHECK DEPOSIT IS PROHIBITED FROM BEING OFFERED TO MONEY SERVICES BUSINESSES, OWNERS OR LESSORS OF PRIVATELY OWNED AUTOMATED TELLER MACHINES (ATMS), NON-BANK FINANCIAL INSTITUTIONS OR CORRESPONDENT BANKING CUSTOMERS.**

Checks must be drawn on United States Financial institutions; IRS checks, savings bonds, Canadian checks, foreign checks, and Insurance checks are ineligible for the Fairfield County Bank Mobile Check Deposit service. Third-party

checks that are payable to any party other than you are not eligible for this service. We reserve the right to prohibit you from utilizing the Fairfield County Bank Mobile Check Deposit service for checks drawn on your accounts or drawn on the accounts of any of your household members.

**Eligible items.** You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use Mobile Check Deposit to deposit:

- Checks that have been previously negotiated.
- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, 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 is drawn.
- Checks payable to a business into a personal account, as this is prohibited.
- Checks payable to a person into a business account, as this is prohibited.

**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, 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 within 1½ inches from the top edge, although we may accept endorsements outside this space at our sole discretion. Your endorsement must include your signature and "for mobile deposit only". Any

loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint account owner, either of you can endorse it. If the check is made payable to you and your joint account owner, both of you must endorse the check.

**Receipt of Deposit.** We shall not be deemed to have received the image for deposit until we have confirmed receipt to you by posting credit to your account. Confirmation does not mean that the image contains no errors. Depending on the time of your transmission to us we may not approve or decline your deposit until the next business day. If your deposit is made before 5:00 p.m. EST on a Business Day we will approve or decline your deposit on that Business Day. A Business Day is every day, except Saturdays, Sundays and holidays. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. In the event you do not receive confirmation of receipt as a credit to your account within one Business Day of transmitting the deposit via Mobile Check Deposit service, you shall contact our Electronic Banking Department at 203-431-7437 or toll-free at 877-431-7431, EXT 7437.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images within the allotted time periods.

**Original checks.** After you receive confirmation of your mobile check deposit, you must securely store the original check for a minimum of 30 calendar days after transmission to us and make the original check accessible to us at our request. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Returned Deposits.** Any credit to your account for checks deposited using Mobile Check Deposit is provisional. If original checks deposited through Mobile Check Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense

caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**Your Warranties.** You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we 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.

**Compliance with Law.** You will use Mobile Check Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

**Mobile Check Deposit Unavailability.** Mobile Check Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Check Deposit is unavailable, you may deposit original checks at our branches or through our ATMs.

**Funds Availability.** For purposes of funds availability, Mobile Check Deposit items shall be available for withdrawal as provided in your deposit account Consumer Customer Agreement or Business Customer Agreement under the Funds Availability section. You will see your deposit reflected in your available balance once funds become available.

**Mobile Check Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone and with written notice if you learn of any loss or theft of original checks. For notification purposes, the Bank may be reached toll-free at 877-431-7431 or 203-431-7431 during normal business hours. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, you agree that we may audit and monitor your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by us in the course of such auditing or monitoring.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Check Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners retain all rights, title and interests in and to the Services, Software and Development made available to you.

**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 from your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You agree to indemnify our technology partners, including but not limited to COCC and Wausau Financial Systems, Inc., and hold harmless COCC, its affiliates, officers, employees and agents, as well as Wausau Financial Systems, Inc, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Fairfield County Bank or End User's use of the Services COCC and Wausau Financial Systems, Inc., unless such claim directly results from an action or omission made by COCC and Wausau Financial Systems, Inc. in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE 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. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**Financial Information.** You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

**Amendments.** We may amend or change any of the terms and conditions of this Agreement at any time upon at least twenty-one (21) days written notice to you prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must discontinue using the Mobile Check Deposit service. Notwithstanding the foregoing, we may amend or change the term(s) or condition(s) without prior notice to you if the change does not result in higher fees, more restrictive service use, or increased liability to you.

**Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of laws and principles.

**Entire Agreement.** This Agreement, the *Connect24* Online Banking Customer Agreement and Disclosure Statement, the Mobile Banking Service Agreement, the Consumer Customer Agreement and the Business Customer Agreement (as applicable) form the complete and exclusive agreement between you and us related to Mobile Check Deposit and supplements any other agreement or disclosure related to your deposit accounts including the Term and Conditions. In the event of a conflict between this Agreement and any other agreement, disclosures or any statement by our employees or agents, related to your mobile check deposits, the terms and conditions in this Agreement shall control.

**Waivers.** No delay or omission by us in exercising any rights or remedies under this Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy by us shall not preclude further exercise therefore or the exercise of any other right or remedy by us. No waiver by us shall be valid unless in writing signed by us.

**Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, without notice to you.

**Severability.** If any provision of this Agreement is held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision, all other provisions of the Agreement shall remain in full force and effect.