

Mobile Deposit Capture Services Agreement

THIS MOBILE DEPOSIT CAPTURE SERVICES AGREEMENT (together with all Exhibits hereto, this "Agreement") is made by and between Ledyard National Bank, a national bank chartered under the laws of the United States with a principal address of 38 South Main Street, Hanover, New Hampshire 03755 ("Bank") and Bank's client signing this Agreement (the "Client").

This Agreement contains the terms and conditions for the use of Ledyard National Bank's Mobile Deposit Capture Services that Ledyard National Bank ("Ledyard", "us", "we", "our", or "Bank") may provide to you ("you", "your", "user", or "Client"). Other agreements you have entered into with Ledyard, including, but not limited to, the Internet Banking Agreement and Disclosure and Deposit Account Agreement and Disclosures governing your Ledyard account (s) , continue to apply. In the event of a conflict between this Agreement and any other agreement you have entered into with Ledyard, this Agreement shall govern with respect to mobile deposit capture services provided as described herein.

1. **Services.** The Mobile Deposit Capture Services ("Services") are designed to allow you to make deposits to your checking or savings accounts digitally from your camera-enabled mobile device capable of capturing check images and information and delivering the items and associated deposit information to Ledyard or Ledyard's designated processor via an Internet connection. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.
2. **Fees.** There may be a fee for these Services, as published in our separate summary of fees, and which may change from time to time upon a 30-day notice. You authorize Ledyard to deduct any fees from your Ledyard account, or any Ledyard account as necessary.
3. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email or on our website(s) by providing a link to the revised Agreement and such change shall be effective thirty (30) days following our provision of such notice. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Ledyard reserves the right, in its sole discretion, to change, modify, add or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. In the event that an immediate change is needed to ensure the security of the Services, we will post a notice

of any such change on our website. You may choose to accept or decline such changes by continuing or discontinuing the Services.

4. **Limitations of Services.** When using the Services, you may experience technical or other difficulties. We shall not be responsible for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

5. **Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC , with the exception of a check drawn on the Treasury of the United States, a Federal Reserve Bank or Federal Home Loan Bank, drawn on a state government or a United States Postal Service Money Order, which are prohibited from being deposited through mobile deposit.

Check means--

- i. A negotiable demand draft drawn on or payable through or at an office of a bank;
- ii. A traveler's check drawn on or payable through or at a bank. The term check does not include a noncash item or an item payable in a medium other than United States money. A draft may be a check even though it is described on its face by another term, such as money order. For purposes of subpart C, and in connection therewith, subpart A, of this part, the term check also includes a demand draft of the type described above that is nonnegotiable.
- iii. The term check includes an original check and a substitute check.

You agree that the image of the check transmitted to Ledyard (each such check a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in New Hampshire (such scanned Check image transmitted to Ledyard for credit to your account, a "Remote Item"). You agree that you will not use the Services to scan and deposit checks or items that: (a) have previously been presented to Ledyard or any entity for payment; (b) are payable to any person or entity other than you; (c) are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder; (d) contain obvious alteration to any of the fields on the front of the check or item, or which 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; (e) were previously converted to a substitute check as defined in Reg CC without Ledyard's prior written consent; (f) were previously converted to an image replacement document as defined in Reg CC without Ledyard's prior written consent; (g) are drawn on

a financial institution located outside the United States; (h) are remotely created checks, as defined in Reg CC; (i) are not payable in United States currency; (j) are dated more than six (6) months prior to the date of deposit; (k) are prohibited by Ledyard's current procedures relating to the Services (the "Procedures"); (l) are in violation of any federal or state law, rule, or regulation; or (m) are otherwise not acceptable under the terms of your Ledyard account. (Checks described in clauses (a) through (m) each a "Prohibited Check" and, collectively, "Prohibited Checks").

Dollar Limits are as follows:

	Consumer Accounts	Ledyard Financial Advisor and Private Banking Clients
Per Item Limit	\$2,500	\$20,000
Daily Limit	\$5,000	\$20,000
Items Per Day	5	5

6. **Image Quality.** The image of an item transmitted to Ledyard using the Services must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the check).

7. **Endorsements and Procedures .** You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY, Ledyard National Bank account #_____" or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. Endorsements must be made on the back of the draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of

you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Bank account using the Services.

8. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Ledyard that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Following receipt of such confirmation, Ledyard will process the image by preparing a "substitute check" or clearing the item as an image.

9. **Availability of Funds.** You agree that items transmitted through the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after Ledyard receives final payment for the funds submitted. In general, if an image of an item you transmit through the Service is received and accepted before 4 p.m. Eastern Time on a business day, except days we may close early due to holidays or circumstances beyond our control, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day. Funds deposited using the Service will generally be made available the next business day after the day of deposit. For the purposes of this Agreement, a business day is Monday through Friday, excluding all holidays recognized by the federal government. Ledyard may, but is not required to, make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and other such factors as Ledyard, in its sole discretion, deems relevant.

10. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from Ledyard that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not re-presented for payment. You also agree never to re-present the item to Ledyard nor any other entity for payment. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Ledyard as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Ledyard's audit purposes.

11. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

Unless otherwise specified by Ledyard, changes to such limits shall be effective immediately upon notice to you via email or the Ledyard website.

12. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Ledyard from time to time. Ledyard is not responsible for any third party software you may need to use the Services. 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 time of download and installation.

13. **Contingency Plan.** In the event you are unable to capture, balance, process, produce or transmit a file to Ledyard, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Ledyard location. The deposit of original checks at an office of Ledyard shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

14. **Errors.** You agree to notify Ledyard of any suspected errors regarding items deposited through the Services right away, and in no event later than sixty (60) days after the applicable Ledyard account statement is sent. Unless you notify Ledyard within sixty (60) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Ledyard for such alleged error.

15. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

16. **Presentment.** The manner in which the items are cleared, presented for payment and collected shall be in Ledyard's sole discretion subject to the Depository Agreement and Disclosures governing your account.

17. **Ownership and License.** You agree that Ledyard retains all ownership and proprietary rights in the Services, associated content, technology and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any competitive manner, (ii) for any purpose which would be contrary to Ledyard's business interest, or (iii) to Ledyard's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

18. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES 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 THE SERVICES, 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 THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

19. **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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF LEDYARD HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

20. **User Warranties and Indemnification.** With respect to each and every Check you use to create an image using the Services and every Remote Item you transmit to Ledyard, you represent and warrant to Ledyard that: (a) you assume responsibility for any Check that is transmitted which for any reason is not paid; (b) you are a person entitled to

enforce the Check; (c) neither the check nor the Remote Item is counterfeit; (d) neither the check nor the Remote Item has been altered; (e) neither the Check nor any image of the Check has been paid; (f) no depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, an item transmitted as a Remote Item, or any check or item derived from such Remote Item, such that said person will be asked to make a payment based on an item that it has already paid; (g) the Client shall properly endorse each Check and deposit said Check to an account at Bank that matches the name of the Client; (h) the Client shall deposit only checks made payable to the Client; (i) neither the check nor the Image is subject to a defense or claim in recoupment that can be asserted against the Client; (j) the Client has no knowledge of any insolvency proceeding commenced with respect to the Client or in the case of an unaccepted check, the drawer; (k) all information provided by the Client to the Bank is accurate and true; (l) files submitted by the Client to the Bank do not contain computer viruses or malware; (m) the Remote Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Client converted the Check to a Remote Item; (n) the Remote Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; (o) each of the Checks were duly authorized in the amount stated on the corresponding Remote Item and to the payee stated on such Remote Item; (p) the Bank will not suffer any loss as a result of Client's retention or destruction of the paper originals of Remote Items; and (q) the Client has performed and will perform all of its obligations under this Agreement. The Client shall be deemed to repeat and reaffirm each of the foregoing representations and warranties at the time any Check and/or Remote Item is delivered to the Bank through the Services. You agree to indemnify and reimburse Ledyard for, and hold harmless Ledyard from and against, any and all losses, costs, and expenses (including reasonable attorney fees) Ledyard may incur associated with any breach of the warranties, representations, or obligations contained in this Agreement, including but not limited to, the deposit of one or more Prohibited Checks into your account. Furthermore, if, after first having obtained Ledyard's written consent to do so, you provide Ledyard with an electronic representation of a substitute check for deposit into an account instead of an original Check, you agree to indemnify and reimburse Ledyard for, and hold Ledyard harmless from and against, any and all losses, costs and expenses (including reasonable attorney fees) Ledyard incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

21. General Terms and Conditions

- a. **Assignment**. You may not assign this Agreement.

- b. **Governing Law**. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of New Hampshire.

- c. **Severability**. If one or more provision(s) of this Agreement is or are held to be invalid, illegal or unenforceable under applicable law, the offending portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be enforceable in accordance with its terms.

- d. **Contact by Bank**. No Bank employee, or any company affiliated with Ledyard, will contact you via e-mail or phone requesting your account information or security information. If you are contacted by anyone requesting this information, please do not provide any such information and contact us immediately.

- e. **Security Interest**. You grant Ledyard a security interest in all accounts or other deposits (whether general or special) you have with Ledyard, and in all funds in such accounts or other deposits, to secure your obligations to Ledyard under this Agreement. This security interest will survive termination of this Agreement. In addition to any other rights we may have under other agreements with you, we may hold any funds on deposit with us by you after termination of this Agreement for up to 14 calendar days following the expiration of any return or chargeback rights regarding any Remote Item processed by Ledyard using the Services or, if later, until any other claims to such funds have expired.

- f. **Waivers**. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

- g. **Headings**. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

22. By clicking on the "**Accept**" link, you do the following:

1. You represent to the Bank that the device you intend to use in connection with Services meets the requirements above;
2. You agree to receipt of this Agreement and all updates to this Agreement in electronic form;
3. You represent that you have read this Agreement and understand its terms and conditions; and
4. You agree to the terms and conditions in this Agreement (Note: clicking "I Accept" is just as binding as manually signing the Agreement).