

MutualOne Bank
iMOBILE CHECK DEPOSIT SERVICES AGREEMENT

Mobile Check Deposit is designed to allow you to make deposits of checks (“original checks”) to your 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. After you login to Mobile Banking, you may apply for Mobile Check Deposit.

Limits. Mobile Check Deposits are limited in amount to \$5,000.00 per day, with a monthly limit of \$15,000.

***Eligible customers.** Customers who have a deposit account and have been a customer for at least 30 days with MutualOne are eligible for Mobile Check Deposit. Deposits are subject to the terms and conditions in the account agreement.

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 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 that are stamped with a “non-negotiable” watermark
- Checks that are issued by a financial institution in a foreign country
- Checks that are incomplete
- Checks that are “stale dated” or “post-dated”
- Checks that are stamped indicating insufficient or uncollected funds
- Savings bonds
- Travelers’ Checks

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 share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your account number and “MUTUALONE 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 owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Items We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. We reserve the right to charge back to your account at any time; any item that was subsequently returned to us or that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for 14 business days and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 5 business 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. 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.*

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 or by mailing the original check to: MutualOne Bank, P.O. Box 9006, Framingham, MA 01701.

Funds Availability. For purposes of funds availability, Mobile Check Deposits are made at the eBranch, MutualOne Bank, 160 Cochituate Road, Framingham, MA 01701. Mobile Check Deposits confirmed as received before 4:30 PM Eastern Standard Time on a business day will typically be credited and made available to your account the following business day. Deposits confirmed received after 4:30 PM and deposits confirmed received on holidays or days that are not our business days will be typically be credited and available to your account on the second business day. Funds will be available as described in our Funds Availability Disclosure, which is available on the website as well as our offices. Please note that Funds Availability is subject to change, so please review the disclosure as it is made available.

Business Days. Our business days are Monday through Friday, except holidays.

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 calling 508-820-4000 and providing written confirmation if you learn of any loss or theft of original checks. 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, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

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.

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.

Your Promises and Indemnification You promise to MutualOne Bank that:

- You will not transmit any ineligible items.
- You will not transmit duplicate items.
- You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of the check transmitted to MutualOne Bank is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.
- You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate.
- You will not re-deposit or re-present the original item.
- All information you provide to MutualOne Bank is accurate and true.
- You will comply with this Addendum and all applicable rules, laws and regulations in using this Service.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS AND DEFEND MUTUALONE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL FIRST AND THIRD PARTY CLAIMS, LIABILITIES, DAMAGES, EXPENSES, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) AND OTHER LOSSES CAUSED BY OR RESULTING FROM YOUR USE OF THE SERVICE, THE USE OF THE SERVICE BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE, YOUR BREACH OF THIS ADDENDUM OR THE AGREEMENTS, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

Cooperation with Investigations You agree to cooperate with us in the investigation of unusual transactions or poor quality transmissions, and in the resolution of claims related to items transmitted through the Service, 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.

Enforceability We may waive enforcement of any provision of this Addendum. No waiver of a breach of this Addendum shall constitute a waiver of any prior or subsequent breach of the Addendum. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Addendum. In the event that any provision of this Addendum shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Addendum shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

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

Third Party Beneficiaries You agree that our service providers (including any provider of the mobile deposit software) may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries of such agreements and representations, with the power to enforce those provisions against you, as applicable and as the circumstances or context may require. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, and MetroPCS.

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, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE SERVICES OR THE TECHNOLOGY USED TO PROVIDE THE SERVICES, WHETHER DUE TO A COMPUTER VIRUS OR OTHERWISE. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE AND ANY OF THE TECHNOLOGY USED TO PROVIDE THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OR ANY DATA OR INFORMATION THAT MAY BE OBTAINED FROM THE SERVICE WILL BE CURRENT, ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES 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 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF MUTUALONE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE SERVICE.