

Mobile Remote Deposit Capture Agreement

This Mobile Remote Deposit Capture Agreement (“Agreement”) governs your use of Mezu (NA), Inc. dba Alviere (“Alviere”) and Community Federal Savings Bank, Member FDIC (“Bank”) (both Alviere and Bank, “we”, “us” and “our”) Mobile Remote Deposit Capture Service (“Mobile Remote Deposit Service”). Alviere provides services in conjunction with Bank, which offers the Mobile Remote Deposit Service under this Agreement only in association with one or more Accounts maintained by you at Bank and for which you have signed up and been approved by Alviere for services.

This Agreement is in addition to other agreements between you and Alviere and you and Bank, including, but not limited to the applicable account disclosure agreement(s) and terms and conditions, and our rules and regulations. The definitions of many of the terms in this Agreement are set forth at the end of this Agreement.

Terms and Conditions

Mobile Remote Deposit Service. Subject to the terms, and conditions of this Agreement, we shall provide the Mobile Remote Deposit Service to you, which allows you to make deposits to your Accounts from your Mobile Device/Hardware by capturing or scanning images of permitted Items on your Mobile Device/Hardware and delivering the Images and information required to us or our designated processor (“Processor”) through our Mobile Remote Deposit Service. Accounts eligible for the Mobile Remote Deposit Service meet the following criteria: (1) account types that Alviere and Bank have determined may receive deposits through mobile remote deposit capture; (2) Accounts where you are an account owner; and (3) Accounts where you have signed up and been approved for the Alviere service.

The Mobile Device/Hardware must capture a clear image of the front and the back of each Item to be deposited. After capture of the Images and all other required data and information from each check, you will transmit one or more files (“File”) containing the Images and all other required data and information from or pertaining to all Items to us or our designated Processor via the Mobile Remote Deposit Service. Subject to compliance with the terms, and conditions of this Agreement, we will credit the Account(s) designated by you for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s) and enter the Images of the Items into the collection process, in accordance with the terms of our then current account agreement applicable to the Account(s) into which the deposit is to be made. You acknowledge and agree that we may change the terms or terminate the Mobile Remote Deposit Service or any related features, products or services at any time without notice or liability to you or any third party, except as required by applicable law. You agree that we shall be the exclusive provider of the Mobile Remote Deposit Service to the Account(s) and that you will not use the same or similar services of any other party for the Account(s).

Hardware and Software. You understand and agree that, at your sole cost and expense, you are responsible for providing your own Mobile Device/Hardware that supports 256-bit encryption to help ensure secure access and functioning of the Mobile Remote Deposit Service. Please refer to the [E-Sign Disclosure and Consent Notice](#) for additional terms, including but not limited to

hardware and software use, licensing, indemnification, limitation of liability. To the extent any of the terms and conditions in this Agreement conflict with any other agreements with regard to hardware and software, the terms and conditions in this Agreement shall prevail.

You are responsible for maintaining your device secure and restricted from access by anyone other than yourself to your Account, including the Mobile Remote Deposit Service. We are not responsible for, and you release us from any and all claims or damages resulting from, or related to, any virus or other problems that may be associated with using electronic mail, the Internet, or mobile communications. Neither Bank nor Alviere is responsible for, and you hereby release us from any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device/Hardware or software, or failures of or interruptions in any Mobile Device/Hardware or Internet services. You agree to monitor your Mobile Device/Hardware and software for viruses using a reliable virus detection product in order to detect and remove viruses.

Items Deposited and Security Interest. You agree that you will only scan or take photos (or Images) and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC. You agree that the Image of the check that is transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code. You further agree that you will not remotely deposit any prohibited Item, which includes the following (“Prohibited Items”):

- Items previously or concurrently deposited by any means, including remote deposit capture, at Bank or at another financial institution or financial services provider;
- Items drawn, or otherwise issued, by you on any account of yours maintained at another financial institution unless you notify and receive permission from Alviere or Bank prior to submitting the deposit;
- Items payable jointly, unless deposited into an Account in the name of all payees;
- Items that have been altered or that you do or should know/suspect to be altered or fraudulent in any way, or otherwise not authorized by the owner of the account on which the Item is drawn;
- Items dated more than six months prior or that have a future date or Items that have exceeded the “Valid” period;
- Items where the written and numerical amounts do not match;
- Items not signed by the payee;
- Items drawn on financial institutions that are located outside of the United States;
- Items not paid in United States currency;
- Items payable to another person or entity;
- Items missing processing information (examples: missing or illegible routing numbers or account numbers);
- Items previously converted to a substitute check, or “image replacement documents” that purport to be substitute checks, as defined in Regulation CC.;
- Items that are remotely created (whether in paper form or electronically created), as defined in Regulation CC;
- Rebate checks;
- Returned Items;

- U.S. savings bonds;
- U.S. postal money order;
- Convenience checks, including but not limited to those drawn against a line of credit;
- Non-American Express traveler's checks;
- Cash;
- Items that are illegible or contain MICR data that is not machine-readable;
- Duplicate Items.

If you deposit a Prohibited Item, you agree to indemnify and reimburse Bank and Alviere for, and hold Bank and Alviere harmless from and against any and all losses, costs and expenses (including reasonable attorney's fees) that Bank and Alviere may incur associated with any warranty, indemnity or other related claim. You grant us a security interest in all Accounts or other deposits (whether general or special) of yours at Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank and Alviere under this Agreement. This security interest will survive termination of this Agreement.

Endorsement Procedures. You agree to restrictively endorse any Item transmitted through the Mobile Remote Deposit Service by adding "**For Mobile Deposit**" in the endorsement section, or by marking the checkbox as a mobile deposit in the endorsement section if provided on the back of the Check, and then **sign** your name as endorsee. You agree to follow all procedures and instructions for the use of this Mobile Remote Deposit Service as Bank may establish from time to time.

Imaging of Items and Transmission of Files. You shall (1) endorse each Item to be deposited in accordance with the Endorsement Procedures, (2) scan or take a photo of the front and back of each Item to be deposited and any other required data from each Item and (3) transmit the File containing the images of and all other required data and information from or pertaining to such Item to us or our designated Processor. We reserve the right to amend procedures, with or without prior notice to you. We may also provide you with, or require you to establish, a user code, a personal identification number ("PIN") and/or passwords and other procedures (collectively, "Security Procedures") to access the Remote Mobile Deposit Service. You agree to (1) comply with established procedures, (2) safeguard the confidentiality and security of the Security Procedures and all other information we provide to you in connection with the Mobile Remote Deposit Service and (3) immediately notify Alviere or Bank if you have any reason to believe there may have been a breach of security or confidentiality. You understand and agree the Security Procedures are not designed for the detection of errors. Except as otherwise required by applicable law, neither Bank nor Alviere are obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You can send multiple Files or Items to us or our designated Processor throughout the day, not to exceed the number of Files or Items specified in Exhibit A or the total dollar value of the Files sent by you to us on any day or month specified in Exhibit A. If the total dollar value of the Files sent by you to us on any day or month exceeds the deposit limit, we may, at our option, refuse to accept the Files. You agree not to exceed the deposit limit without first contacting Alviere or Bank and gaining written permission to originate the File. To be eligible for processing on the day

transmitted, Files must be received by us no later than the Cut-Off Time specified in Exhibit A and meet our technical requirements. Bank's and Alviere's records shall be evidence of and determinative of whether and when a File has been delivered and received. A File which meets our technical requirements but which is received after the Cut-Off Time will be deemed to be received on the Business Day following the Business Day on which the File is actually received by us.

We reserve the right to change the number of Files that may be transmitted, the dollar limits, the Cut-Off Time and our terms and conditions at any time and in our sole discretion. Except as otherwise required by applicable law, all changes shall be effective immediately. You may contact Alviere or Bank to verify the current number of Files that you may transmit in a day or month, the daily or monthly deposit limit, and the Cut-Off Time.

Maintenance and Destruction of Original Check. You shall stamp or write on the original Item "Processed" after you have deposited the Item in accordance with this Agreement. You must securely store all original Items for a minimum of 45 business days after they have been posted to your Account(s) (such period is the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (1) only authorized individuals or personnel shall have access to original Items, (2) the information contained on such Items shall not be disclosed, (3) such Items will not be duplicated or scanned more than one time; and (4) such Items will not be deposited or negotiated in any form. You shall destroy original Items upon the expiration of the Retention Period applicable to such Items. You indemnify Bank and Alviere for, and hold Bank and Alviere harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Items by you. You will promptly (but in all events within 3 Business Days) provide any retained Item to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Item.

Image and MICR Quality. Each File transmitted by you to us shall contain images of the front and the back of the Item(s) and deposited through your Mobile Device/Hardware by you. Each Image of each Item shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

- the amount of the Item;
- the drawer of the Item;
- the payee of the Item;
- the signature of the drawer of the Item;
- the date of the Item;
- the Item number;
- the information identifying the drawer and the paying Financial Institution that is preprinted on the Item;
- the full MICR line, including the ABA routing number, account number and if encoded the check number;
- the endorsement of the check according to the Endorsement Procedures section outlined in this Agreement.

Receipt of File. You agree that you shall be solely liable for, and neither Bank nor Alviere shall have any liability to you for any File or the Images or other information contained therein that are not received by us or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. You agree that neither Bank nor Alviere has an obligation to accept a File for remote deposit and, therefore, may reject any File or the Images or other information submitted by you. Except as otherwise required by applicable law, we have no obligation to notify you of the rejection of a File or the Images or other information contained therein, and neither Bank nor Alviere shall have any liability to you for the rejection of a File or the Images or other information contained therein or for the failure to notify you of such rejection. Upon receipt of a File submitted by you, Bank and/or Alviere may examine such File and the Images and other information contained therein to ensure that you have complied with this Agreement. If Bank or Alviere determine you have not complied with this Agreement or if errors exist in the Images or other information contained in the File, Bank or Alviere may either reject the File or elect to correct the error and accept and process the corrected File. As a form of correction, your Account may be credited for the full amount of the deposit and we may make any necessary adjustments to the Account to correct the error. If after examination of a File and the Images and other information contained therein, we determine that you have complied with this Agreement and processed and transmitted the File in accordance with this Agreement, the File is balanced and the Images meet the requirements of this Agreement, then we shall accept the File for deposit to your Account. Upon acceptance of the File, we shall electronically notify you of receipt and acceptance of the accepted File for deposit. Notwithstanding the fact that we have accepted a File for deposit, any credit made to your Account shall be, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank and/or Alviere.

Credit and Availability of Funds. Upon acceptance of the File, we shall credit your Account when the Clearance Period is met for the total amount of the corrected File or the accepted File, as applicable. As used herein, "Credit" means that the credit is made to your Account subject to final payment of the Items and subject to the terms of the Agreement. For the purpose of determining availability of funds, we may hold funds for the period of time permitted by applicable law. In general, if an Image of an Item you transmit through the Mobile Remote Deposit Service is received and accepted before the Cut-Off Time on a Business Day we are open, we consider that day to be the day of your deposit. Otherwise, we consider the deposit was made on the next Business Day we are open. Funds deposited using the Mobile Remote Deposit Service will generally be available within four (4) Business Days after the Business Day of your deposit (the "Clearance Period"). We reserve the right to further delay availability of Items submitted through the Mobile Remote Deposit Service at our discretion.

Laws, Rules and Regulations. You agree to comply with all existing and future operating procedures used by Alviere or Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which we are a member or to which rules we have agreed to be bound.

The Rules are incorporated herein by reference. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.

Collection of Items. We, in our sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee financial institution. We, in our sole discretion, shall select the clearing agents used to collect and present the Images, and our selection of the clearing agents shall be considered to have been designated by us. Neither Bank nor Alviere shall be liable for the negligence of any clearing agent. Collection of Items is also subject to the Rules and other applicable terms and agreements between you and Alviere and/or Bank, including but not limited to the terms of the deposit and/or cardholder agreement of Bank applicable to your Account.

Representation and Warranties. You represent, warrant and covenant the following to Alviere and Bank:

- a) **Items Deposited.** You shall only deposit Items that are authorized by this Agreement, and any other agreement(s) applicable to your Account;
- b) **Quality.** Each Image transmitted by you to us contains an accurate representation of the front and the back of each Item and complies with the requirements of this Agreement;
- c) **Accuracy of Information.** All data and other information submitted by you to us, including, but not limited, to data contained in the MICR line of each Item is complete and accurate and complies with the requirements of this Agreement;
- d) **No Duplicates.** You will not: (i) create duplicate Images of the Items, (ii) transmit a duplicate Image or File to us, or (iii) deposit or otherwise negotiate the original of any Item of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning financial institution, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- e) **No Loss.** No subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning financial institution, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Item;

Returned Items. If Images of Items deposited by you are dishonored or otherwise returned unpaid by the drawee financial institution, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Item or have destroyed the original Item in accordance with this Agreement, the original Item will not be returned, and we may charge back an Image of the Item to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Item or a substitute check. Unless otherwise instructed by us, you agree not to deposit the original Item if an Image or other debit as previously described is charged back to you.

Fees and Charges. You agree to pay us the normal deposit account service charges established from time to time by Alviere or Bank, and all such other fees and charges as we may impose and,

when required by law, disclosed in other applicable agreements governing your Account. You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

Amendments. We may amend the terms of this Agreement at any time, in our sole discretion, by giving notice to you. If required by this Agreement or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Mobile Remote Deposit Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing by us.

Confirmation: Account Reconciliation. In addition to confirmation notifications within the mobile application at the initial time of a mobile deposit and upon final processing or rejection of the Item, we will provide notice of receipt of a deposit to your Account on the periodic statement, if one is provided, or the transaction detail, which will be available to you on your Account's mobile application. You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. Except as otherwise required by applicable law, if you do not detect and notify us of such a discrepancy within 30 days of your receipt of any terminal printout, electronically-provided or mailed report or periodic statement (each a "Report"), whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against us.

Financial Institution's Duties. Alviere's and Bank's duties and responsibilities are limited to those described in this Agreement, the deposit and/or cardholder agreement applicable to your Account and any other agreements governing your Account. We will use commercially reasonable care in performing our responsibilities under this Agreement.

Other Responsibilities. You agree to monitor your account balances and charges, to promptly notify Alviere if any report conflicts with your records, and to refrain from acting on information you have reason to believe is erroneous. Except as otherwise required by applicable law, our sole liability to you shall be limited to the correction of any errors made. Neither Alviere nor Bank shall be responsible for suspension of performance of all or any of our obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and Alviere or Bank or Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, retard or otherwise affect our complete or partial performance under this Agreement.

Internet and Mobile Communications Disclaimer. Neither Alviere nor Bank control the flow of any documents, files, data or other information via the Internet or mobile communication

networks, whether to or from our network, other portions of the Internet, mobile communication networks, or otherwise. Such flow depends in large part on the performance of Internet and mobile communication services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet or mobile communication networks (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, Alviere and Bank disclaim any and all liability arising out of, resulting from or related to, such events, and, except as otherwise required by applicable law, in no event shall Alviere or Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet or mobile communication infrastructure or your or our ability or inability to connect to the Internet or mobile communication networks.

Indemnification and Liability; Third Party Claims. You agree to indemnify Alviere and Bank and each of its Processors and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an “Indemnified Party” and, collectively, the “Indemnified Parties”) for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys’ fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from your (1) failure to report required changes; (2) transmission of incorrect data to us; (3) failure to maintain compliance with the Rules, (4) our action or inaction in accordance with, or in reliance upon, your instructions or information received from any person authorized to act on your behalf; (5) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement; and/or (6) your breach or violation of any Rules; provided, however, you are not obligated to indemnify us for any damages solely and proximately caused by Alviere’s or Bank’s gross negligence or willful misconduct.

Limit of Liability. ALVIERE AND BANK ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO THE MOBILE REMOTE DEPOSIT SERVICE WILL BE AVAILABLE AT ALL TIMES AND NEITHER ALVIERE NOR BANK SHALL BE LIABLE IF YOU ARE UNABLE TO ACCESS THE MOBILE REMOTE DEPOSIT SERVICE. THE MOBILE REMOTE DEPOSIT SERVICE IS PROVIDED “AS IS” AND, EXCEPT AS PROHIBITED BY LAW, ALVIERE AND BANK AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES’ PROPRIETARY RIGHTS. IN NO CASE SHALL ANY OF ALVIERE’S OR BANK’S 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 ADDENDUM, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER ALVIERE OR BANK HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALVIERE'S AND BANK'S AND OUR THIRD PARTY SERVICE PROVIDERS 'LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Additional Information. Alviere or Bank may at any time request information from you to authenticate your identity, confirm your address, confirm financial information, or for any other purpose related to the Mobile Remote Deposit Service, including but not limited to whether to adjust of any limits set by this Agreement, or to determine whether to suspend or terminate the Mobile Remote Deposit Service. You agree to provide the requested information immediately upon request by us, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you or anyone on your behalf in connection with this Agreement or the Mobile Remote Deposit Service. You also authorize us to request reports from credit bureaus and reporting agencies to the extent permitted by applicable law. You agree we may suspend or terminate your Mobile Remote Deposit Service at any time in our sole discretion.

Assignment. You may not assign any right or interest under this Agreement without the prior written consent of Bank or Alviere, and any assignment made without such consent shall be null and void. Bank or Alviere may assign this Agreement or any part of it to any of our affiliates or to a successor of Alviere's or Bank's by merger or acquisition.

Termination. This Agreement shall be in full force and effect from the effective date until such time as this Agreement is terminated by either party as provided below:

- a) this Agreement may be terminated at any time by you following thirty (30) days prior notice unless a shorter prior notice is agreed upon by both parties;
- b) Bank or Alviere may terminate this Agreement at any time in their sole discretion, which shall be immediately effective, unless they agree in writing to extend the termination date to a later, specified date.

Such termination will not affect any of your obligations, representations and warranties under this Agreement.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its conflict of laws, and applicable federal law.

Electronic Communications. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of tampering or altered data. You may request a paper copy of any of our then current agreement(s) with you related to the Mobile Remote Deposit Service that are applicable to you, and we may send them to you via standard mail or provide them to you electronically. Our contact information is provided in this Agreement.

Notice. Any notice required by this Agreement shall be given by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically or by any other means agreed upon by both parties at the address set forth below and, if to you, at the most recent address or phone number

shown for you in our records. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Any notice mailed shall be presumed received on the third Business Day after mailing thereof.

Alviere: Alviere
ATTN: Mobile Remote Deposit Service
1040 S Gaylord St.
Denver, CO 80209

Or by phone to: 1-866-931-9662

Or by email to: AccessMas@alviere.com

Please note that any message sent using this feature is transmitted via normal e-mail and is not encrypted. So, please do not include any confidential information, such as account numbers or details, tax ID numbers, or any other information you want kept confidential. We will not respond to account information related questions sent via Internet e-mail.

You agree that we may take a reasonable time to act on any notice provided to us, in accordance with applicable law.

Definitions

These terms have the following meanings when used in this Agreement:

“Business Day” shall mean every day excluding Saturdays, Sundays and federal holidays.

“You” and “your” means: a person who has opened a deposit account with Bank and has signed up for and been approved for the Alviere service, who will use the Mobile Remote Deposit Service for personal use.

“Account” means your account with Bank to which you are authorized to make a deposit using Mobile Device/Hardware, and for which you have signed up and been approved for the Alviere service.

“Cut-Off Time” means the time by which the check or Item meeting our requirements for Mobile Remote Deposit Service will be processed on the same business day. Checks or Items received after the Cut-Off Time will be processed the next Business Day.

“Image” means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.

“Image Replacement Document” or “IRD” means a substitute check, as defined in Check 21.

"Item" is an original: check, cashier's check, official check, U.S. Treasury check, or American Express traveler's check drawn on a financial institution within the United States and payable in U.S. currency that is payable to you.

"Mobile Device/Hardware" means any device acceptable to us that provides for the remote capture of Images from Items and for transmission through the clearing process.

"Regulation CC" means the federal banking regulation entitled Regulation CC.

"Service" means the mobile remote check deposit processing service provided to You under this Agreement.

EXHIBIT A

LIMITS

Consumer Deposit Limits

- Daily: \$3,000
- Monthly: \$10,000

Consumer Deposit File Limits (number of items deposited)

- Daily: not applicable
- Monthly: not applicable

CUT-OFF TIME

The Cut-Off Time for our Mobile Remote Deposit Service is 12:00 PM Eastern Time on Business Days.