



MOBILE CHECK DEPOSIT 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. We may establish limits on the dollar amount and/or number of items or deposits from time to time. 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.

Eligible items. You agree to electronically capture and deposit only checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand.) Checks must be drawn on United States financial institutions.

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

- Savings bonds, Canadian checks, and foreign checks are ineligible.
- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you). The payee on the check must match the title on the account exactly.
- Third-party checks that are payable to anyone other than 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 stamped with a “non-negotiable” watermark.

- Checks that are stale dated (6 months or older) or postdated (dated in advance of the date you deposit it).

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 (routing and transit number, account number) 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 “MOBILE DEPOSIT”. 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 Deposit. Mobile deposits may be made into eligible checking accounts, including Money Markets and Savings accounts. Passbooks, IRAs and Certificates of Deposit are ineligible for Mobile Check Deposit. All images processed for deposit through Mobile Check Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. 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. A substitute check is defined as “a paper reproduction of a check that is copied electronically”.

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.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for 45 calendar days after transmission to us and make the original check accessible to us at our request. 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.

Promptly after 45 calendar days 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 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:

- You are an authorized owner/signer on the account.
- You must be enrolled in both online and mobile banking services.
- You must have an iPhone, iPad, or Android Smart Phone with a camera.
- 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.

You will contact us immediately should you find/feel that your Mobile Check Deposit access was compromised in any way.

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.

Indemnification. In addition to the indemnification set forth in the Agreement and in the Deposit Account Disclosure Agreement, you agree to indemnify and hold Pentucket Bank harmless from any claim, cost, loss, or damage arising directly or indirectly from your failure to comply with this MOBILE CHECK DEPOSIT AGREEMENT.

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 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 Deposits are considered deposited at a branch of Pentucket Bank. Mobile Check Deposits confirmed as received by 3:00 pm EST on a Business Day will be made available to you the next Business Day after we receive your deposit. Deposits confirmed received after 3:00pm EST on a Business Day, and deposits confirmed received on holidays or days that are not business days, will be considered made on the next Business Day we are open and available on the second Business Day. Funds will be available as described above. Please refer to our Funds Availability Disclosure for additional information.

The term “Business Day” means any day other than a Saturday, Sunday, or federally declared legal holiday.

Errors, Discrepancies. Subject to applicable laws and regulations, you agree to notify us in writing of any error in connection with Mobile Check Deposit and any discrepancy between any

records maintained by you and any notice you receive from us with respect to any of your accounts associated with Mobile Check Deposit, within fifteen (15) days of the date of such notice sent by us. You agree to provide us with any information we may reasonably request in connection therewith. Notices of any error or discrepancy shall be sent to:

Pentucket Bank
ATTN: Consumer Banking Department
P.O. Box 791
Haverhill, MA 01831-2479
Or by email to: Operationsmail@pentucketbank.com

All notices sent shall include a description of the error or discrepancy, your name, your Online Banking Username and contact information (such as your telephone number and/or email address).

Mobile 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 with written confirmation if you learn of any loss or theft of original checks or compromise of your mobile device. 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. In addition you agree that you will not modify, change, or alter any checks you process for deposit. You will ensure the safety and integrity of your login and password to Pentucket Bank's Mobile Check Deposit Application.

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, inclusive of, but not limited to, Digital Insight and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Wireless Service. Your wireless provider's data and messaging rates apply to internet access, including your access to Mobile Check Deposit. We do not charge you to access your account

information using Mobile Check Deposit; however, downloadable content may incur additional charges from your wireless service provider. All such charges are billed by and payable to your wireless service provider and you are responsible for any charges from your wireless service provider. Additionally, your wireless service provider may impose limitations on your internet access, text messages and data transmission that are outside of our control. Please contact your wireless service provider for more information if you are uncertain about any charges or limitations imposed by your wireless service provider. We are not responsible for any damages resulting from your failure to comply with the terms and conditions of any agreement with your wireless service provider.

Withdrawal of Access/Suspension of Service. Pentucket Bank reserves the right to deny, suspend or revoke access to the Mobile Check Deposit services immediately, in whole or in part, in its sole discretion, without notice, if Pentucket Bank believes you are in breach of this Agreement or are otherwise using or accessing the services inconsistent with the terms and conditions hereof. Further, Pentucket Bank, or its subcontractor shall have the right to suspend the Service immediately (a) in the event of an emergency or in the event of risk beyond reasonable control, (b) if Pentucket bank is uncertain as to the accuracy of any check, or (c) Pentucket Bank determines in its sole discretion that your financial condition renders use of the Services no longer advisable.

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 Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight. (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, 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 FI or End User's use of the Services, Vertifi, or Digital Insight Application, unless such claim directly results from an action or omission made by Digital Insight or Vertifi 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 EXPRESSED 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, DAMAGE 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 OR 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.

Amendment. We may amend or change any of the terms and conditions of these Mobile Check Deposit Terms and Conditions at any time.