



Remote Deposit Capture Disclosure

Deposit Anywhere Disclosure and Terms of Use Agreement Personal Accounts and Business Accounts

This Disclosure and Agreement is being provided to you by St. Mary's Bank (the "Bank") in connection with your application for use of the Deposit Anywhere Services ("DA Services") described in this Disclosure and Terms of Use Agreement (this "Disclosure and Agreement"). This Disclosure and Agreement shall govern the terms of your use of DA Services. As used herein, the words "you" or "your" shall refer to the individual or business entity that applied for and/or uses any of the DA Services that are the subject of this Disclosure and Agreement. Your Application for use of DA Services ("your Application"), the Bank's subsequent notification of approval of your Application and the St. Mary's Bank Account Agreement and Disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy relating to DA Services between this Disclosure and Agreement and your Application or the Bank's notice of approval, this Disclosure and Agreement will control.

Account Acceptance—The following are requirements that must be met before the Bank will issue initial approval to use DA Services.

- Enrollment to St. Mary's Bank Online Banking or Cash Management Service
- The deposit account with which DA Services are to be used (your "Account") must be open for a minimum of thirty (30) days
- You may have no delinquencies or other default of any kind on any loans with the Bank
- If an individual, you must be at least 18 years old or have a Student Checking with a responsible parent/guardian or if a business entity, you must be in good standing in your state of incorporation or formation and qualified to do business and in good standing in the State of New Hampshire.
- You must have no history of overdrafts or excessive returned items
- By submitting your Application for DA Services, you hereby authorize the Bank to review your history with eFunds/ChexSystems and acknowledge that any derogatory result will be cause for denial for DA Services. The Bank may take other factors into consideration that it deems relevant in its sole and absolute discretion. You also acknowledge and agree that, even if all of the criteria set forth above is met, the Bank may still remove the privilege of DA Services if it believes, in its sole and absolute discretion, that you are not managing your Account in a responsible manner.

Use of DA Services—You acknowledge that there are certain minimum system requirements as set forth on the attached Appendix "A" for use of DA Services. Following receipt of the Bank's notification approving use of the DA Services, you are authorized to remotely deposit paper checks to your Account by electronically transmitting a digital image of the paper checks to the Bank for deposit. Your use of DA Services constitutes acceptance of the terms and conditions of this Disclosure and Agreement. Upon receipt of the digital image, the Bank will review the image for acceptability. You understand and agree that receipt of an image does not occur until you receive confirmation of receipt of the image from the Bank via access to your banking history online. You further understand that confirmation of receipt of an image is not a guaranty by the Bank that the image contains no errors or that the Bank assumes any responsible for any information transmitted during use of DA Services. The Bank assumes no responsibility for any image that it does not receive, regardless of the reason. Following receipt of the image, the Bank will process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, the Bank reserves the right, within its sole and absolute discretion, to accept or reject any item for remote deposit into your Account. You understand that any amount credited to your Account using DA Services is a provisional credit and you agree to indemnify, defend and hold harmless the Bank against any damages, liabilities, costs or expenses (including attorneys' fees) incurred by the Bank related to your use of the DA Services.

In addition, you agree that you will not (1) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the DA Services or any of the systems upon which the DA Services are delivered, (2) copy or reproduce all or any part of the DA Services or any of the systems upon which the DA Services are delivered; or (3) interfere, or attempt to interfere, with the DA Services or any of the systems upon which the DA Services are delivered.

Recovery Costs and Fees—Use of DA Services constitutes your understanding and agreement that you may be liable for any expenses the Bank incurs in attempting to obtain final payment for any item requiring additional action, outside of the routine costs associated with item processing. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with the Bank enforcing the terms of this Agreement. This Agreement shall benefit the Bank and its successors and assigns.

Compliance with Law—You agree to use DA Services only 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, as well as all laws pertaining to the general conduct of your business, as applicable. You hereby agree to indemnify, defend and hold the Bank harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account or DA Services.

Check Requirements—Any image of a check transmitted using DA Services must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to scanning the original check or taking a picture, you will endorse the back of the original check. Your endorsement will include your signature, if an individual, or the signature of an authorized signatory, if a business entity, and your Account number. The scanned or mobile image of the check transmitted must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time 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. The image quality for the check must meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsement of Deposited Items—Checks must be endorsed by the payee on the reverse side of the check in the space nearest the trailing edge of the check. A two-party check that is not endorsed by both parties will not be accepted for deposit. If the check is payable to your or your joint member, either member can endorse it. If the check is payable to you and another party, both you and the other party must endorse the check. Third party checks will not be accepted for deposit using DA Services.

Rejection of Deposit—The Bank is not liable for any service or late charges levied against you due to rejection of any item as set forth herein. In all cases, you are responsible for any loss or overdraft plus any applicable fees to the Bank due to an item being returned.

Items Returned Unpaid—A written notice will be sent to you of transactions the Bank is unable to process because of returned items. With respect to any item that you transmit using the DA Services that the Bank credits to your Account, in the event such item is dishonored, you hereby authorize the Bank to debit the amount of such item from your Account.

Email Address—You agree to notify the Bank immediately if you change your email address from the email address provided on your Application, as this is the email address where the Bank will send notification of receipt of remote deposit items.

Unavailability of DA Services—DA Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider and general Internet access. In the event that DA Services are unavailable, you hereby agree and acknowledge that an original check may be deposited at the Bank's branches or through some of the Bank's ATMs or by mailing the original check to the Bank at P.O. Box 990, Manchester, NH 03101-0990. It is your sole responsibility to verify that items deposited using DA Services have been received and accepted for deposit by the Bank; provided, however, that you will receive notification of items that are rejected by the next business day following the day the item is rejected by the Bank.

Business Day and Availability Disclosure—The Bank's regular business days are Monday through Friday, except holidays recognized by the Bank. DA Services are available during the hours of 8:30 a.m. to 5 p.m., Eastern Standard Time, each business day. St. Mary's Bank Member Contact Center is available Monday through Friday, except holidays, 8:30 a.m.–7:00 p.m., Saturdays 9:00 a.m.–12:30 p.m.

How to Contact the Bank

By Phone:

St. Mary's Member Contact Center (603) 647-1111 or toll free at 1-888786-2791

By Mail:

Member Contact Center St. Mary's Bank

P.O. Box 990, Manchester, New Hampshire 03105-0990

Funds Availability—You understand and agree that, for purposes of deposits made using DA Services, the place of deposit is Manchester, NH. Deposits presented before 5:00 p.m. each business day will be credited on the same day. Deposits received after 5:00 p.m. will be posted the following business day. With regard to the availability of deposits made using DA Services, funds from check deposits for personal accounts will be available as set forth in our Funds Availability Disclosure located in the Information Concerning Your Personal Accounts brochure, provided to you at the time of your Account opening.

Accountholder's Warranties—You hereby make the following warranties and representations with respect to each image of an original check transmitted to the Bank utilizing DA Services:

1. Each image of a check transmitted to the Bank 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.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item that has already been paid using the DA Services.
4. Other than the digital image of an original check remotely deposited through DA Services, there are no other duplicate images of the original check.
5. Where applicable, you have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information provided in your Application remains true and correct and, in the event any such information changes, you will immediately notify the Bank of the change.
8. You have not knowingly failed to communicate any material information to the Bank.
9. You have possession of each original check deposited using DA Services and no party will submit the original check for payment.
10. Files and images transmitted to the Bank will be free from all viruses or any other disabling features that may have an adverse impact on the Bank's network, data, or related systems.

Storage of Original Checks—You hereby agree to securely store each original check for a period of at least sixty (60) days after transmission to the Bank. You understand this means the original check(s) must be accessible. If the DA Services are used to deposit items into an account in the name of a business, you understand this means the original check(s) must be accessible only by authorized personnel. After sixty (60) days, you hereby agree to destroy the original check. You hereby agree to indemnify, defend and hold the Bank harmless from any damages, liabilities, costs or expenses (including attorneys' fees) incurred by the Bank related to your failure to secure or destroy the original checks.

Securing Images on Mobile Devices—When using DA Services, you understand that check images captured using mobile devices are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete such deposit, you agree to ensure that any mobile device containing such deposit information or images remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

Limitation of Liability—The Bank is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to any breach of this Disclosure and Agreement.

Warranties—THE BANK DOES NOT MAKE ANY WARRANTIES RELATED TO DA SERVICES INCLUDING, BUT NOT LIMITED TO, THE RELATED EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BANK IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE BANK'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms—The Bank may change the terms of use for DA Services indicated in this Disclosure and Agreement and may amend or modify this Disclosure and Agreement from time to time by notifying you of such change in writing. Your use of DA Services after receipt of notification of any such change constitutes your acceptance of any such changes.

Termination of the Services—You may terminate use of DA Services provided for in this Disclosure and Agreement by written request submitted to the Member Contact Center at the address set forth above in the paragraph titled “**How to Contact the Bank**”. The Bank may terminate your use of DA Services at any time without notice. In the event of termination of DA Services, you will remain liable for all transactions performed on your Account.

Relationship to Other Disclosures—The information in these Disclosures applies only to DA Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of your Account.

Governing Law—This Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of New Hampshire, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of New Hampshire.

Periodic Statement—Any remote deposits made through DA Services will be reflected on your next regular monthly account statement. You understand and agree that you are required to notify the Bank of any error relating to images transmitted using DA Services by no later than sixty (60) days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to the Bank's attention within such time period.

Unacceptable Deposits—You are not permitted to deposit, and the Bank will not accept, the following items using DA Services:

1. Any item drawn on your Account.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information on the check.
4. Any item not issued in U.S. dollars or drawn on a U.S. financial institution.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "post dated".
7. Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
8. Any check marked “without recourse”.
9. Any check in which the payer is an insurance company.

Limitations on Frequency and Dollar Amount—Deposits made using DA Services cannot exceed the limitations on frequency and dollar amounts of remote deposits as follows:

- Personal accounts—DA Services is limited to the standard \$10,000 per day, with a monthly limit of \$20,000 and 20 items per month, if velocity limits are exceeded, fees may apply.
- Business accounts—DA Services limits to the standard \$10,000 per day or to be determined by your SMB Business Relationship Manager, fees may apply.

Changes in Financial Circumstances—You must inform the Bank immediately in the event of a material change in your financial circumstances or in any of the information provided in your Application including any supporting financial information. If you are using DA Services to deposit items into an account in the name of a business entity, this includes, but is not limited to, notification of the following: (a) material changes in transaction volumes of the business; (b) any change in a representation or statement made or furnished to the Bank by you or on your behalf in your Application; (c) a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) you liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) you sell any assets except in the ordinary course of business as now conducted, or sell, lease, assign or transfer any substantial part of the business or fixed assets or any property or other assets necessary for the continuance of the business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) you cease doing business, become insolvent, a receiver is appointed for all or any part of the business' property, an assignment is made for the benefit of creditors, or any proceeding is commenced either by or against the business under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of indebtedness to the Bank, whether related or unrelated to your Account or the DA Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any

guarantor is false or misleading; (h) if any guarantor dies; or if the business is a sole proprietorship, the owner dies; if the business is a partnership, any general or managing partner dies; if the business is a corporation, any principal officer or ten percent (10%) or greater shareholder dies; if the business is a limited liability company, any managing member or any member directly or indirectly holding ten percent (10%) or more of the membership interest in the company dies; if the business is any other form of business entity, any person(s) directly or indirectly controlling ten percent (10%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of your property on or in which you have a lien or security interest, including a garnishment of any of your Account, or any other account you may have with the Bank; (j) a judgment or judgments is entered against you or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (k) an involuntary lien or liens is attached to any of your assets or property that remains unsatisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in your financial condition or applicable credit histories; and (m) you are in default under any agreement for borrowed money or any other material contract. You agree to provide you any financial records the Bank may reasonably request to determine your financial status during the term of this Disclosure and Agreement.

Confidentiality—You acknowledge and agree that confidential data relating to DA Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Disclosure and Agreement. You hereby acknowledge and agree that you are prohibited from disclosing and agree to maintain the confidentiality of the Bank's Confidential Information.

Waiver—The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship—This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

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