REMOTE DEPOSIT CAPTURE SERVICE
<u>TERMS AND CONDITIONS</u>

These Terms and Conditions describe the Service you have selected and set forth provisions governing your use of this Service. These Terms and Conditions are incorporated into and part of the Cash Management Services Master Agreement. By using this Service, you agree to be legally bound by these Terms and Conditions and the Cash Management Services Master Agreement.

<u>BACKGROUND</u>

You maintain one or more business checking accounts with us (collectively, the "Account"). Through the use of our processing system (the "System"), we offer a service (the "Service") which will allow you to transmit to us electronic images of checks and expedite the processing of such checks. We will use the electronic images you send us to print substitute paper checks and enter them into the check collection system or we will enter the images into the collection system. You desire to use the Service, and we desire to provide the Service, in accordance with this Agreement.

<u>ARTICLE I. TERMS AND CONDITIONS</u>

1.1 *<u>Definitions</u>*. Notwithstanding the definitions in the Master Agreement, capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in Public Law 108-100 (October 28, 2003), 12 U.S.C. 5001, *et seq*., and the regulations thereunder, as from time to time in effect (the "Check 21 Act") or, if not defined therein, the Uniform Commercial Code. The following terms are defined as follows:

(a) "Account Agreement" means all agreements and related disclosures governing the Account, as amended from time to time.

(b) "Check" means a check, payable to you, that you seek to process through use of the Service.

(c) "Documentation" means all installation documentation and other manuals and instructions relating to the Service which we provide to you from time to time pursuant to this Agreement. Documentation includes documentation in written and electronic form.

(d) "Electronic Item" means an electronic image of a Check intended to be suitable for processing through the System.

(e) "Software" means any software provided by us to you, typically for additional fees, as an enhancement to the basic Service provided hereunder. Software includes any application you download to your mobile device to allow you to take a picture of a Check and transmit this picture to us.

(f) "Web Site" means our website created by our licensor for purposes of affording you access to the Service.

1.2 *<u>Service</u>*. During the term of the Agreement, we shall provide the Service to you. You shall comply with these Terms and Conditions, including <u>Exhibits A and B</u>, with respect to performance of the Service. We shall have no obligation to process on any business day more than the dollar amount of Checks specified on <u>Exhibit A</u>, which amount may be modified by us from time to time.

Notwithstanding the foregoing, we may choose in our sole discretion on any business day to process a dollar amount of Checks exceeding this limit.

1.3 *License*. Subject to these Terms and Conditions, we hereby grant you a limited non-exclusive and non-transferable license to access the Web Site and any Software provided by us to you for those portions of the Service selected by you, solely for your own business operations. This license may be used solely in connection with the Service and may not be used by you for any other purpose. You may not grant any sub-licenses and any attempt to grant any sub-license shall be void. Notwithstanding the above license grant, this license does not include a license to any software or any third party operating systems or applications that may be required for use of the Service. You shall be solely responsible for purchasing and obtaining a license to use any such third party software.

1.4 *Equipment*. In order to use the Service, you must purchase, possess or lease one of the following sets of equipment (each set, the "Equipment"):

(a) A scanner connected to a computer with the most recent version of software recommended by us or otherwise suitable for us to provide the Service to you;

(b) A scanner connected to a computer with software sufficient to generate image files of Checks and transmit the resulting Electronic Items to the Web Site using the x9.37 fed file transfer protocol; or

(c) A mobile device with a camera and on an operating system, a data plan for the mobile device and the most recent version of software (or "app") installed on the device, all of which support the Service.

1.5 *Limitation on Liability for Equipment*. You and any third-party vendors or lessors of the Software and Equipment shall have sole responsibility for the adequacy and proper functioning of the Software and Equipment. We shall have no liability for your problems in obtaining the Service and/or your dissatisfaction caused by the Software and Equipment, and we make no representations or warranties concerning the Software and Equipment. At your sole expense, you must acquire all other equipment, computer software and telecommunication, cable and electrical services necessary for the Service. You shall arrange with established telecommunication or cable companies for the transmission of data between the parties, and we shall have no responsibility whatsoever with respect to such companies or their services.

1.6 *Your Representations and Warranties*. Notwithstanding the representations and warranties in the Master Agreement, you represent, warrant and covenant that, with respect to each Check and corresponding Electronic Item processed in connection with the Service:

(a) You are a person entitled to enforce the Check and Electronic Item;

(b) All signatures on the Check and Electronic Item are authentic and authorized;

(c) The Check is not a forged, fraudulent or counterfeit item;

(d) The Check and Electronic Item have not been altered;

(e) Neither the Check nor the Electronic Item have been previously presented for payment; The Check was not previously converted to a substitute check as defined in Regulation CC, 12 C.F.R. Pt. 229;

(f) Neither the Check nor the Electronic item contains obvious alterations to any fields which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which it is drawn;

(g) The Check is not a remotely created check as defined in Regulation CC, 12 C.F.R. Pt. 229;

(h) The Check is payable in U.S. currency;

(i) You are not aware that the Check is subject to a stop payment order, will be rejected because of insufficient funds in the account on which it is drawn or will be rejected because the account on which it is drawn is closed;

(j) The Check and Electronic Item are not otherwise prohibited by our procedures relating to the Service or not otherwise unacceptable under the terms of your account;

(k) The Electronic Item accurately represents all of the information on the front and back of the Check as of the time the Check was converted to an Electronic Item;

(l) Neither the Check, the Electronic Item nor any other digitized image of the Check will be presented for payment such that any person will be asked to make more than a single payment with respect thereto, and you will take such actions as we reasonably require in the Documentation or elsewhere to comply with this representation and warranty, including without limitation by placing a restrictive endorsement on the Check and/or by destroying or voiding the Check;

(m) The Check and Electronic Item are not subject to a defense or claim in recoupment of any party that can be asserted against you;

(n) You have not filed bankruptcy and you have no knowledge of any insolvency proceeding having been commenced against you by a third party; furthermore, you have no knowledge that the drawer of an unaccepted Check has filed bankruptcy or had an insolvency proceeding commenced against it by a third party;

(o) Any returned Electronic Item is enforceable against you and the drawer of the Check; and

(p) Unless otherwise agreed with us, you shall use the Service solely in connection with Checks drawn on U.S. financial institutions and having U.S. ABA numbers. You will not attempt to convert any other Check (a “Foreign Check”) into an Electronic Item (a “Foreign Electronic Item”) or use the Service with respect to any Foreign Electronic Item. You acknowledge and agree that:

    (i) The Service is <u>not</u> available with respect to Foreign Electronic Items;

    (ii) The System will not always (or generally) recognize that an Electronic Item is a Foreign Electronic Item. Accordingly, any attempt by you to process a Foreign Electronic Item may give rise to a provisional or temporary credit which we will reverse at some future time, potentially several months after the initial credit and potentially after you have destroyed the corresponding Foreign Check; and(iii) You shall be liable to us for any overdraft and related charge resulting from the reversal of a provisional or temporary credit on a Foreign Electronic Item, and we shall have no liability to you if you are unable to obtain a payment replacing any Foreign Check for which you do not ultimately receive credit.

You further make all transfer and presentment warranties made under applicable law, regulation, clearinghouse rule and the Account Agreement. You shall be deemed to have repeated each of the foregoing representations and warranties by the processing of each Check or Electronic Item through the Service.

1.7 *Additional Security Procedures*. In addition to the security procedures set forth in the Master Agreement and Exhibit B attached hereto, if more than one person uses the Service, you agree to appoint an individual administrator ("Administrator") with the authority to: (i) determine who will be authorized to use the Service; (ii) establish separate passwords for each user; and (iii) establish limits on each user's authority to access information and conduct transactions. You are responsible for the actions of your Administrator, the authority the Administrator gives others to act on its behalf, and the actions of the persons designated by the Administrator to use the Service. You are responsible for maintaining the security of any mobile device you use to access the Service and preventing any unauthorized access to this device. You agree to protect your mobile device with a password and to notify us immediately if your mobile device is lost or stolen.

1.8 *Errors, Delays, Processing Deadlines, Disputes*.

(a) We are not responsible for any Electronic Items that we do not receive or that are dropped during transmission. An Electronic Item will be deemed received by us when we send you a confirmation that we have received the Electronic Item. Our sending this confirmation does not mean that the transmission was free of error or complete or that funds will be credited for that item.

(b) In our sole discretion, we may reject any Electronic Item. We may correct the amount of any deposit by debiting or crediting the Account within a reasonable time after discovery of an error. We will notify you in the event that we do not accept an Electronic Item.

(c) To the extent permitted by applicable law, we reserve the right to delay the availability of funds deposited in the Account without prior written notices to you if, in our sole discretion, we deem ourselves at financial risk with respect to the Service.

(d) You acknowledge that we have specific processing deadlines, which we may change from time to time. Transactions received and accepted by us by the deadline on a business day will be transmitted that day for settlement on such day. Transactions received and accepted by us after the deadline or on a non-business day will be processed the next business day.

(e) In our discretion, we may (but shall not be required to) institute an action or proceeding with respect to any Check or Electronic Item which is the subject of any existing or potential dispute, including, without limitation, an action to compel the claimants or potential claimants to interplead and litigate their several claims with respect to any of the foregoing.

1.9 *Fees*. You agree to pay the service charges and transaction fees set forth in the most recently published Commercial Fee Schedule or otherwise provided to you.

1.10 *Duty of Care*. We will exercise ordinary care in the performance of our obligations under these Terms and Conditions, including the maintenance of the confidentiality of your account and of any identification device, symbol or code utilized by you in obtaining the Service.

1.11 *Indemnity.* Notwithstanding the indemnification provisions in the Master Agreement, you agree to indemnify and hold us, our licensors and providers of the Service, and their respective directors, officers, employees and agents, harmless from and against any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses to the extent that they result from or arise out of: (i) any failure by you to prevent the loss or theft of a Check or to prevent a Check, digitized image of a Check or Electronic Item from being presented for payment more than once; (ii) any failure by you to void or destroy a Check properly; (iii) any claim that the unavailability of an original of a Check has caused damage to you or a third party; (iv) your using the Service to process a Check or Electronic Item that does not meet the requirements set forth Section 1.6; and (v) the return of an Electronic Item (including a Foreign Electronic Item), even if such Electronic Item has been initially paid by the Payor Financial Institution, for any reason other than a breach by us of our duties under the Agreement.

1.12 *Limitations on Our Liability*. Without limiting the generality of the limitation of liability provisions in the Master Agreement, we will not be liable to you for any refusal of a Payor Financial Institution to pay an Electronic Item for any reason (other than our gross negligence or willful misconduct), including without limitation, any allegation that the Check or Electronic Item in question was allegedly unauthorized, was a counterfeit, had been altered or contained an unauthorized signature.

1.13 *ACH Entries*. If we desire for you to have the ability to use the Service to convert Checks into items that can be processed through the Automated Clearing House ("ACH") system, you must first request the ACH Origination Service ("ACH Service"), together with any Supplements thereto for so-called "ARC" and "BOC" Entries ("Supplement"), which ACH Service and Supplements shall be governed by the ACH origination Service Terms and Conditions. These Remote Deposit Capture Service Terms and Conditions shall also apply to such ACH transactions.

1.14 *Injunctive Relief*. You acknowledge that your violation of these Terms and Conditions may cause irreparable injury to us, and agree that we shall be entitled to temporary and preliminary injunctive relief to prevent any such violation, without the necessity of proving actual damages or posting a bond.

1.15 *Third Party Beneficiaries*. You acknowledge and agree that any party that licenses the Web Site [or the mobile deposit technology component of the Service] to us is a third party beneficiary of the Master Agreement and these Terms and Conditions with respect to any provisions dealing with the use and protection of intellectual property, and such licensor shall be authorized to enforce the provisions of the Master Agreement and these Terms and Conditions designed to protect its Confidential Information and intellectual property rights. Otherwise, the Master Agreement and these Terms and Conditions are for the sole and exclusive benefit of the parties and are not intended to benefit any third party.

1.16 *Equipment We May Supply to You*. If we supply you with Equipment free of charge or at a reduced cost in exchange for your commitment to use the Service for a minimum length of time, the following terms apply:

(a) Provision of Equipment without Charge.

(i) We will provide you with a scanner and related software that we deem suitable for use in connection with the Service (the "Equipment"). We are providing the Equipment to you without charge, subject to Section 1.2.

(ii) THE EQUIPMENT IS PROVIDED "AS IS." THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR

USE, AND NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT, EXCEPTING ANY MANUFACTURER'S WARRANTY AVAILABLE TO YOU AND/OR ANY WARRANTY SEPARATELY PURCHASED BY YOU. YOU ASSUME ALL RISKS OF THE USE, RESULTS AND PERFORMANCE OF THE EQUIPMENT.

(b) Maintenance Plan. We are not liable for any loss, damage or malfunction of the Equipment, and you will be responsible for any necessary maintenance, repair or replacement of the Equipment at your own cost. Maintenance and extended warranty plans for the Equipment are available from third parties, such as the manufacturer of the Equipment.

ARTICLE II. ADDITIONAL SERVICE TERMS AND CONDITIONS

2.1 ***Our Responsibilities***. In addition to the duties set forth in the body of these Terms and Conditions:

(a) As applicable for the Services selected by you, from our offices and/or the offices of our licensors and providers, we will provide installation and training support as reasonably required for your implementation of the Service.

(b) Consistent with any security procedures agreed upon between the parties, we will confirm the identity of any person executing a transaction pursuant to these Terms and Conditions. We may rely upon any written or verbal instruction by any person if we reasonably believe such authority is genuine and shall not be liable or responsible for any action taken or not taken in accordance thereof.

(c) We will host the Web Site on a server with which you may establish a secure connection over the Internet.

(d) We will provide or arrange for maintenance and support for the Web Site and/or the Software as reasonably necessary to permit your processing of transactions through the System.

(e) We will accept Electronic Items for deposit to the Account in compliance with these Terms and Conditions, provided that we shall have no obligation to accept for deposit in any single business day more than the maximum daily remote deposit limit, refer to Exhibit A (or such different amount as we may disclose to you from time to time) of such Electronic Items. Electronic Items shall be deemed received upon successful receipt of the transmission of images that are complete, usable and adhere to the data specifications set forth in the Documentation. Notwithstanding the foregoing, we may reject any Electronic Item that we, in our sole discretion, determine to be ineligible for the Service (each, an "Exception Item"), including, without limitation, Foreign Electronic Items for Checks, Electronic Items that are illegible, duplicates of items previously deposited and Electronic Items with unreadable MICR information.

(f) We will use commercially reasonable efforts to present Electronic Items for collection promptly after we have received your transmission of the Electronic Items. If a Payor Financial Institution returns an item to us unpaid, we will charge the Account for such returned item, and may either:

(i) return the item to you; or

(ii) re-present the item to the Payor Financial Institution before returning it to you. If a Payor Financial Institution or other third party makes a claim against us or seeks a re-credit with respect to any Electronic Item, we may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.

2.2 *Your Responsibilities*. In addition to the duties set forth in the body of these Terms and Conditions:

(a) Notwithstanding corresponding provisions in the Master Agreement, to the extent that the funds in the Account are insufficient to cover all fees you owe for this Service, you will pay any such fees upon demand by us.

(b) You will verify the quality of images daily and ensure the Software and Equipment, as applicable, are clean and operating properly and that check images when scanned are legible for all posting and clearing purposes.

(c) You will carefully inspect and verify all confirmation and rejected item notices daily and immediately notify us of any errors, discrepancies or fraudulent transactions.

(d) You will order, obtain and maintain the Software and Equipment and download and, if applicable, install the appropriate scanner drivers.

(e) You will access the Web Site in accordance with the Documentation and maintain any interface used in connection with the Software and Equipment.

(f) You will utilize the Software, Equipment and Web Site in accordance with the Master Agreement and these Terms and Conditions, including without limitation all security procedures described in the Master Agreement and these Terms and Conditions, and not bypass, override or disable any security mechanisms described in the Master Agreement or these Terms and Conditions.

(g) You will train your employees authorized to use the Service in the use of the Service.

(h) You will use commercially reasonable measures to safeguard the original of each Check at all times and will bear all losses resulting from a loss or theft of any Check. You will retain the original of each Check for a reasonable period of time not less than fourteen (14) days after receipt of the statement on which the deposit associated with such Check appears (and for any longer period of time during which any dispute concerning such Check or any obligation relating to such Check may exist), provided that, upon our request at any time or from time to time, you will deliver to us within one day any or all original Checks in your possession.

(i) You will use a commercially reasonable method approved by us to destroy Checks after your retention period has expired.

(j) You will immediately notify us by telephone, followed by written confirmation, if you learn of any loss or theft of Checks or any breach of security protections relating to the Service.

2.3 *Consumer Accounts, Personal Use*. Without limiting any provision of these Terms and Conditions or the Master Agreement, you acknowledge that the primary purpose of the Service is to expedite the handling of checks deposited into business checking accounts with us, and that any other use permitted by us, including the processing of checks deposited into personal accounts, is provided for your convenience and incidental to the primary, commercial use of the Service. Further, you acknowledge and agree that all provisions of the Master Agreement and these Terms and Conditions including, without limitation, limitations on our liability and your agreement to indemnify us for losses arising out of your use of the Service, apply equally to consumer use of the Service. You therefore assume any and all risks that may arise out of your consumer use of this Service, including the risk described in the Master Agreement and these Terms and Conditions.

2.4 *Termination*. You may cancel the Service at any time by notifying Cash Management Customer Service and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any Check or Electronic Item previously deposited via the Service. We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under these Terms and Conditions; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to our business interests; (d) your account is closed, access to your account is restricted for any reason, or if you do not use the Service for a period of time after being notified by us; (e) following initial enrollment you do not use the Service after being notified by us. Termination will not affect your liability or obligations under these Terms and Conditions, the Cash Management Services Master Agreement or any other agreements you have with us for actions we have taken on your behalf.

2.5 *Refusal to Accept Deposit*. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service; (iv) is not in accordance with any other requirement stated in these Terms and Conditions or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor.

EXHIBIT A

Single Day Deposit Limit

As part of the initial remote deposit setup, you (customer) will need to provide the maximum daily deposit amount, we shall accept and approve for processing. In any single business day, we shall have no obligation to accept for deposit from you more than the maximum daily deposit amount that the Bank has approved and agreed to accept.

Upon Bank approval, the maximum daily deposit amount can change per your request. The request will need to be communicated to the Bank based on the Terms and Conditions of the Cash Management Master Agreement.

EXHIBIT B

Additional Security Procedures

In addition to the security procedures and confidentiality provisions contained in the Master Agreement and the Terms and Conditions, you will select one or more passwords and will take all commercially necessary steps to preserve the confidentiality of such passwords. We will ensure that you enter a selected password prior to gaining access to the Web Site for purposes of obtaining the Service. If you use a mobile device to access the Service, we strongly recommend that you download the Trusteer Secure Mobile Application or any similar security application that we recommend.