



## MOBILE CHECK DEPOSIT DISCLOSURE and AGREEMENT

Mobile Check Deposit ("MCD") is designed to allow you to deposit checks (see Eligible Items below) to your First County Bank ("Bank") checking or savings accounts from remote locations by capturing electronic images of the original check (paper item) and delivering the electronic images and associated deposit information (to be referred to collectively as "image") to us or our third party processor using your mobile device via the internet. In this Agreement, the words "you" and "your" refer to you as the person and/or business entity entering into this Agreement. The words "you" and "your" also include any and all users you authorize to use Mobile Check Deposit on your behalf. The words "we," "us," "our", and "Bank" refer to First County Bank.

All images accepted and processed for deposit through MCD will be treated as "deposits" under the deposit Account Agreement and all Account Disclosures governing the deposit account to which you make deposits through MCD. Your use of MCD is governed by the terms of this Mobile Check Deposit Disclosure and Agreement (hereafter "Agreement"), your Online Banking Agreement (which governs your use of our online and mobile banking services), and the Deposit Account Agreements and Disclosures applicable to your account. If any term of this Agreement conflicts with a term in your Online Banking Agreement and/or the Deposit Account Agreements and Disclosures applicable to your account, the term contained in this Agreement shall control.

### **Use Requirements.**

**Consumer account users.** To use MCD you must be actively enrolled in First County Bank's online banking. You must also review and accept this Agreement and complete the installation of the Bank's mobile banking application. You must have a consumer deposit account at the Bank that has been in good standing for at least 30 days. You must also comply with any Security Procedures and policies currently applicable (see **Security Procedures** below) or that we may establish. Your use of any of the MCD services means that you agree to the terms and conditions stated in this Agreement.

**Business account users.** To use MCD you must be actively enrolled in First County Bank's online banking. You must also review and accept this Agreement and complete the installation of the Bank's mobile banking application. You must have a business deposit account at the Bank that has been in good standing for at least 30 days. You also warrant and represent that you are accepting this MCD Agreement as the account Administrator and that you have the authority to do so and to determine the individuals who will be authorized to use MCD ("Administrators"). You must also comply with any Security Procedures and policies we may establish (see **Security Procedures** below). Your use of any of the MCD services means that you agree to the terms and conditions stated in this Agreement.

**Fees.** Currently, deposits may be made by MCD at no additional cost to you. We may, upon at least twenty-one (21) days prior notice to you, charge a fee for use of MCD services. If you continue to use the MCD services after the fee becomes effective, you agree to pay the service fee that has been disclosed to you and as it may be amended from time to time.

**Deposit Limits.** We apply limits on the dollar amount and number of checks that may be deposited in a day and over a Multi-Day period (seven (7) calendar days). The limits that the Bank will apply depend in part upon how long you have had a deposit account in good standing with the Bank. Business deposit account MCD users with a business deposit account with the Bank for more than 90 days may request limits adjustments. MCD deposits are limited to \$5,000 per check deposit with a maximum aggregate total deposit amount of \$5,000 per calendar

day not to exceed a total aggregated Multi-Day deposit(s) amount of \$10,000. The number of checks that may be deposited daily is limited to five (5) and the number of checks that may be deposited over a Multi-Day period is limited to 20. Business deposit account user MCD limits may be adjusted to \$10,000 per check deposit with a maximum aggregate total deposit amount of \$10,000 per calendar day not to exceed a total aggregated Multi-Day deposit(s) amount of \$30,000. To request a Business account user limit adjustment, you must visit one of our branch offices. Your use of this service with adjusted Business account user limits will mean that you agree to the terms and conditions stated in this Agreement.

Limit Type	Consumer & Business MCD	Adjusted Business MCD
Per Check Limit	\$5,000	\$10,000
Daily Aggregate Limit	\$5,000	\$10,000
Seven (7) Day* Aggregate Dollar Amount Limit	\$10,000	\$30,000
Daily Number of Checks	5	5
Seven (7) Day* Aggregate Number of Checks Limit	20	20

\*Calendar days from the date an item is received and accepted.

Deposit limits are subject to posting, processing and availability limits (see **Posting and Processing** and **Funds Availability** below). You will not attempt to initiate a deposit in excess of these limits. 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. (See **Eligibility and Eligible Items** section below) We reserve the right to change applicable limits on the amount and/or number of deposits that may be made through MCD from time to time.

**Posting and Processing.** You must submit your deposit image prior to 4:00 P.M. ET (“Eastern Time”) on a business day (Monday through Friday, excluding bank holidays) when the Bank is opened for business for a deposit to be considered to have been made on that business day.

**Funds Availability.** You agree that deposits made via Mobile Check Deposit are not subject to the funds availability requirements of Expedited Funds Availability Act, the Federal Reserve Board’s implementing Regulation CC, and/or any applicable state law or regulatory requirements related to funds availability. In general, if an image of an item you transmit through Mobile Check Deposit is received and accepted before 4:00 PM ET on a business day that we are opened for business, we consider that day to be the date of your deposit. Otherwise, we consider that the deposit was made on the next business day that we are open for business. Funds deposited through Mobile Check Deposit will generally be made available on the second (2<sup>nd</sup>) business day following the date of the deposit. For example, an item received and accepted before 4:00 PM ET on a Monday that we are opened for business would generally be made available on Wednesday. We reserve the right to review any item you submit through Mobile Check Deposit and reject the item if, in our sole discretion, we determine the item to be not eligible. Such a review may result in a delay in the availability of funds as outlined herein. You also agree that First County Bank, at its discretion, may place an additional hold on any item for a reasonable period until the settlement of the item is deemed to be complete.

Any crediting of your account for items deposited via MCD is provisional, subject to verification and final settlement. Any dishonored items will be returned as an image of the original. As with any deposited item, items that are returned or dishonored may be charged to your Deposit Account or any other account that you own. In addition, dishonored items are subject to Returned Deposited Item Charges and other charges fees at the time the item is dishonored. For fee details see the Bank’s **Deposit Account Schedule of Charges** applicable to your account.

**Eligibility and Eligible Items.** You agree that the electronic image of the check that you transmit shall be considered an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in the State of Connecticut. First County Bank’s Mobile Check Deposit is prohibited from being offered to or utilized by Money Services Businesses, Owners or Lessors of Privately Owned Automated Teller Machines (ATMS), Non-Bank Financial Institutions and/or Correspondent Banking Customers. Checks must be drawn on United States financial institutions; Savings bonds, Canadian checks, foreign checks, and Insurance checks are ineligible for the First County Bank Mobile Check Deposit service. U.S. Treasury Checks are eligible subject to a proper endorsement and within the Bank’s discretion. We reserve the right to prohibit you within our sole discretion from utilizing the First County Bank Mobile Check Deposit service for checks drawn on your accounts or drawn on the accounts of any of your household members.

You agree to scan and submit for deposit only original checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand) drawn on a U.S. Bank in U.S. Dollars. You agree that you will **not** use Mobile Check Deposit to deposit:

- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain any 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 payable to a business into a personal account, as this is prohibited.
- Checks payable to a person into a business account, as this is prohibited.
- Checks which are stale-dated (dated more than six (6) months prior to the date of deposit).
- Checks which are post-dated (dated after the date of deposit).
- Checks that have already been deposited.
- Checks on which a stop-payment has been issued or for which there are insufficient funds.

**Item and Endorsement Requirements.** Each item image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must at minimum meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, any other regulatory agency, clearing house or association, and/or any other higher standard set by us. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Consumer account endorsements must include your signature exactly as the check is made payable to you and the restriction “*for mobile deposit only*”. Business account endorsements must include an authorized signature or endorsement stamp exactly as the check is made payable and the restriction “*for mobile deposit only*”. We reserve the right, within our sole discretion and without prior notice, to process or reject any check submitted where the endorsement and/or restriction varies from these stated requirements. If we permit you to make a deposit with an endorsement or restriction that varies from these stated requirements, 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. Any loss we incur from a delay or processing error resulting from an irregular endorsement, restriction, or other markings by you will be your responsibility. A check payable to two (2) payees must be endorsed by both payees. If the check is payable to you or your joint account owner, either of you can endorse it. If the check is made payable to you and your joint account owner, both of you must endorse the check.

**Your Warranties and Responsibilities.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You agree that the Bank shall not be liable for any damages resulting from

poor image quality, including those related to rejection of or delayed or improper crediting. 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. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

You further 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 retain all rights, title and interests in and to the Services, Software and Development made available to you.

**Receipt of Deposit.** When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image until we have confirmed receipt to you. In the event you do not receive confirmation of receipt by us within twenty-four (24) hours of transmitting the deposit via Mobile Check Deposit service, you shall contact our CustomerFirst Contact Center at 203-462-4400. We are not responsible for any image that we do not receive. Confirmation does not mean that the image contains no errors. We reserve the right, at our sole and absolute discretion, to reject any image for Mobile Check Deposit into your account. We will notify you about rejected images by sending a message to your Online Banking and you must check Messages through Online Banking for this information. Following acceptance of the image, we may process the image by preparing a “substitute check” or clearing the item as an image. You agree that it is your responsibility to inquire as to the status of items accepted for deposit. You must check the status of items accepted for deposit by checking your account transaction history via Online Banking or contacting the CustomerFirst Contact Center at (203) 462-4400. You will not be otherwise notified electronically when any item is processed or whether that item has been approved and cleared, been dishonored, or is otherwise being held.

**Original Check Retention and Destruction Requirements.** After you have received an email receipt indicating that we have received an item image for processing, you must mark the front of the original check “DEPOSITED VIA MOBILE” with the date of deposit and securely store the original check. You should retain the original check for at least seven (7) calendar days thereafter and confirm within that period that your remotely made deposit has cleared. We may require that you make the original check accessible to us upon our request. After the

retention period, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.* You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Returned Deposits.** Any credit to your account for checks deposited using Mobile Check Deposit is provisional. If original checks deposited through Mobile Check Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**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.

**Unavailability of Service.** 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, original check may be deposited at any of our branches or ATMs.

**Security Procedures.** You agree to the Security Procedures ("Security Procedures") used by the Bank in connection with MCD. As part of the Security Procedures, the Bank may employ various authentication technologies, including, but not limited to, User IDs, passwords, and additional authentication information. You must use a username and a password, and/or such other security and authentication techniques as we may require from time to time, to access MCD. We recommend that you change your password at least every 45 days. 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 MCD use.** If you believe that your password may have been lost or stolen, or that someone has viewed, downloaded, or deleted electronic records without your permission, if you suspect any fraudulent activity, or if you learn of any loss or theft of original checks and/or your mobile device you will notify us immediately by telephone CustomerFirst Contact Center at 203-462-4400 during normal business hours and with written notice to First County Bank, 117 Prospect Street, Attn: Deposit Operations, Stamford, Connecticut 06901. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, you agree that we may audit and monitor your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by us in the course of such auditing or monitoring. We reserve the right to change any or all of the Security Procedures offered and/or used at any time without prior notice and you agree that your use of MDC after any such change constitutes your acceptance of any such Security Procedures changes. You acknowledge that the purpose of Security Procedures is to authenticate the user, not to detect or correct errors in any transmission or content.

**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 Mobile Check Deposit and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY MOBILE CHECK DEPOSIT 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 MOBILE CHECK DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED OR IMPLIED IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT, THAT YOU USE IN CONNECTION WITH MOBILE CHECK DEPOSIT SERVICE. WE MAKE NO WARRANTY THAT ANY MOBILE CHECK DEPOSIT 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 MOBILE CHECK DEPOSIT 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, DAMAGES 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 MOBILE CHECK DEPOSIT SERVICE, REGARDLESS OF THE FORM OF 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.

**Financial Information.** You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for online banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

**Amendments and Termination.** We may amend or change any of the terms and conditions of this Agreement at any time upon at least twenty-one (21) days written or electronic notice to you prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must discontinue using the Mobile Check Deposit service. Notwithstanding the foregoing, we may amend or change the term(s) or condition(s) without prior notice to you if the change does not result in higher fees, fewer types of available transactions, and/or stricter limitations on the frequency and/or dollar amount of transactions. We may restrict and/or terminate, without prior notice, your ability to use the Mobile Check Deposit system if, within our sole discretion, we detect any suspicious activity. We are under no obligation to reinstate your Mobile Check Deposit service. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement.

**Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

**Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Connecticut excluding that State's choice of law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Connecticut, excluding that State's choice-of-law principles.

**Entire Agreement.** This Agreement and the Online Banking Agreement form the complete and exclusive agreement between you and us related to Mobile Check Deposit and supplements any other agreement or disclosure related to your deposit accounts including the Term and Conditions. In the event of a conflict between this Agreement and any other agreement or disclosures related to your deposit accounts or any statement by our employees or agents, this Agreement shall control.

**Waivers.** No delay or omission by us in exercising any rights or remedies under this Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy by us shall not preclude further exercise therefore or the exercise of any other right or remedy by us. No waiver by us shall be valid unless in writing signed by us.

**Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, without notice to you.

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