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**Please read this entire addendum prior to using this Service. By using the Service, you acknowledge your receipt and understanding of and agree to all terms and conditions of this addendum. Please maintain a copy for your records.**

As a subscriber to the Passumpsic Savings Bank Mobile Deposit Service (the "Service") this Addendum ("Addendum") amends and becomes a part of the Passumpsic Savings Bank Online Banking Access Agreement for Personal Accounts and the applicable Passumpsic Savings Bank Personal Deposit Account Agreement (collectively, the "Account Documentation") between Passumpsic Savings Bank and you. The terms of those agreements are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby. By accepting this Addendum, you agree to this Addendum. In the event of a conflict between this Addendum and the Account Documentation, this Addendum will govern.

This Addendum ("Addendum") to the Passumpsic Savings Bank Online Access Agreement between you and Passumpsic Savings Bank sets forth the terms and conditions of the Service, which allows you to make single item deposits to an eligible account electronically by using a supported mobile device with a camera to create an image of a paper check and transmitting it and the related deposit data to us using the Passumpsic Savings Bank app ("Mobile Deposit"). Except as expressly provided in this Addendum, deposits made through the Service are subject to all limitations and terms set forth in the relevant Account Documentation governing your deposit account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

### **1. Service Requirements**

Use of our Service requires that you have an internet enabled iPhone or Android supported device with a camera, be enrolled in our Online Banking Service and have downloaded our latest version of Mobile Banking app. In order to enroll in the Service, you must meet the eligibility criteria for the Service as determined by Passumpsic Savings Bank and have at least one deposit account. Eligibility includes, but not limited to, being a customer of Passumpsic Savings Bank for at least 90 days or longer with an active checking, savings, or money market account in good standing.

### **2. Limitations of Service**

When using the Service, you may experience technical or other difficulties. Passumpsic Savings Bank cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Passumpsic Savings Bank reserves the right to change the qualifications of the Service at any time without prior notice. Passumpsic Savings Bank has the right to reject any check or item transmitted using the Service without any liability to you. Passumpsic Savings Bank is not liable for any checks or items it does not receive or for any images that are not readable. Passumpsic Savings Bank shall have no liability for any alterations to the check or item after they have been transmitted to it by you. Passumpsic Savings Bank reserves the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

### **3. Image Quality**

The image of a check or item transmitted to Passumpsic Savings Bank using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by the Federal Reserve Board, any regulatory agency with jurisdiction over us, or any clearing house Passumpsic Savings Bank uses or agreement Passumpsic Savings Bank has with respect to processing Checks. You agree that Passumpsic Savings Bank shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

### **4. Deposit Cut off Times**

You may access the service anytime 7 days a week. If Passumpsic Savings Bank receives a mobile deposit on or before 4:00 pm Eastern Time on a Business Day, Passumpsic Savings Bank will consider that day to be the "Deposit Date". If Passumpsic Savings Bank receives a scanned Item after 4:00 pm Eastern Time or on a weekend or a state or federal holiday, the next Business Day will be the Deposit Date.

### **5. Funds Availability**

In accordance with Passumpsic Savings Bank's Funds Availability Policy, Mobile Deposit funds will generally be available on the first Business Day after the Deposit Date. Longer delays may apply, as specified in the applicable Passumpsic Savings Bank Deposit notice "Your Availability to Withdraw Funds". Mobile Deposit funds may be subject to an uncollected funds hold. If a hold is placed on a Mobile Deposit, you will be notified in accordance with the applicable Passumpsic Savings Bank notice "Your Availability to Withdraw Funds".

### **6. Eligible Items**

You agree to scan and transmit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Addendum or such other items as we, in our sole discretion, elect to include under the Service ("Eligible Checks"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. If a check or item is dishonored, you will receive an image of the original check or a substitute check as the charged back item.

You will not transmit an image or images of the same check to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with us or any other party.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration to any of the fields on the front of the check or item (including the MICR line), or which 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 or item is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Regulation CC.
- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks on which a stop payment order has been issued or for which there are insufficient funds.
- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.

- Checks that are remotely created checks, as defined in Regulation CC.
- Any item that is stamped with a “non-negotiable” watermark.

Passumpsic Savings Bank reserves the right to charge-back to your account, at any time, any item that we subsequently determine was not an eligible item. You agree that Passumpsic Savings Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. Passumpsic Savings Bank shall not be liable for any service or late charges levied against you due to rejection of any item. In all cases, you are responsible for any loss or overdraft and any applicable fees resulting from item or items being returned.

## **7. Check Handling Procedures**

You agree to follow any and all other procedures and instructions for use of the Service as Passumpsic Savings Bank may establish from time to time:

- Before transmission, you agree to restrictively endorse any check or item transmitted through the Service as "For Mobile Deposit only, to account #\_\_\_\_\_" or as otherwise instructed by Passumpsic Savings Bank. After the Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other image thereof.
- After a check or item has posted to your account, you agree to prominently mark the original check or item as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment.
- You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through the Service after 30 days to ensure that such checks and items are not represented for payment and, prior to disposal or destruction, to safeguard such checks and items.
- You agree to promptly supply any information in your possession that Passumpsic Savings Bank requests regarding a check or item deposited or attempted to be deposited through the Service including the original check or item.

## **8. Fees**

A per deposit item fee may be charged for Service. You are responsible for paying the fees for the use of the Service. You authorize us to deduct such fees from the same bank account as your mobile deposit. Passumpsic Savings Bank may, upon at least 30 days prior notice to you, to the extent permitted by applicable law, amend the fee from time to time. If you continue to use the Service after the fee changes, you agree to pay the service fee that has been disclosed to you.

## **9. Deposit Limits**

Passumpsic Savings Bank reserves the right to impose limits on the amount(s) and/or number of Mobile Deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time.

Nothing in this Addendum should be construed as requiring Passumpsic Savings Bank to accept any check or item for deposit, even if Passumpsic Savings Bank has accepted that type of check or item previously. Nor shall Passumpsic Savings Bank be required to identify or reject any Checks that you may submit through the Service that fail to meet the requirements of this Addendum.

## **10. Changes to the Service**

Passumpsic Savings Bank reserves the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and Passumpsic Savings Bank shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but Passumpsic Savings Bank cannot guarantee that such notice will be provided.

## **11. Ownership and License**

You agree that Passumpsic Savings Bank retains all ownership and proprietary rights in the Service, associated content, technology, Mobile Banking app and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Addendum and the Account Documentation. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Passumpsic Savings Bank's business interest, or (iii) to Passumpsic Savings Bank's actual or potential economic disadvantage in any aspect. You may use the Service only for non-business, personal use in accordance with this Addendum. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

## **12. User Warranties and Indemnification**

- You will only transmit eligible items.
- Each check that you submit to us for deposit will be directly payable to the individual or business in whose name the account to which you are requesting it be deposited is open.
- You will not transmit duplicate items. Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
- You will not re-deposit or re-present the original item. You have possession of each original check deposited using the Services, and no party will submit the original check for payment.
- Other than the digital image of an original check that you remotely deposit through our Service, there are no other duplicate images of the original check.
- You are not aware of any factor which may impair the collectability of the item.
- All information you provide to Passumpsic Savings Bank is accurate and true, including that all images transmitted to Passumpsic Savings Bank accurately reflects the front and back of the check or item at the time it was photographed.
- You will comply with this Addendum and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless Passumpsic Savings Bank from any loss for breach of the provisions set forth in this Section 8 or the terms of this Addendum or the Account Documentation.

### **13. Termination**

We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your account agreement or any other agreement with us.

### **14. DISCLAIMER OF WARRANTIES**

YOU AGREE YOUR USE OF THE 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. PASSUMPSIC SAVINGS BANK DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT. PASSUMPSIC SAVINGS BANK MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

### **15. LIMITATION OF LIABILITY**

YOU AGREE THAT PASSUMPSIC SAVINGS BANK 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE 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 THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF PASSUMPSIC SAVINGS BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

### **16. Geographic Constraints.**

You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control.

### **17. Compliance with the Law**

You agree to comply with all laws, statutes, regulations and ordinances pertaining to the Service, all laws relating to banking transactions contemplated hereunder, as well as all laws pertaining to the conduct of your business if applicable. You promise to indemnify us and hold us harmless from any damages, liabilities, cost, expenses (including attorneys' fees) or other harm arising out of any violations thereof. This indemnity will survive termination of your Account and this Agreement.

### **18. Errors.**

You agree to notify Passumpsic Savings Bank of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable Passumpsic Savings Bank account statement is sent. Unless you notify Passumpsic Savings Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Passumpsic Savings Bank for such alleged error.