



**COLONIAL FEDERAL
SAVINGS BANK**

"Your neighborhood bank!"

Mobile Deposit User Agreement

This agreement contains the terms and conditions for the use of Colonial Federal Savings Bank's Mobile Deposit service. Other agreements you have entered into with the Bank, including the Online Banking Agreement governing your account, are incorporated by reference and made a part of this Agreement.

Service. The mobile remote deposit capture service ("service") is designed to allow you to make deposits to your checking, savings or money market accounts from your home or other remote locations by taking a photo of a check and delivering the image and associated deposit information to Colonial Federal Savings Bank.

Acceptance of these Terms. Your use of the service constitutes your acceptance of this Agreement. The Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website. Furthermore, the Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the service. Your continued use of the service will indicate your acceptance of the revised Agreement and of any such changes to the service.

Limitations of Service. When using the service, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of interruptions in service. We are not responsible for any technical or other difficulties and any related damages that you may incur. We reserve 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.

Hardware and Software. In order to use the service, you must obtain and maintain, at your expense, supported hardware and software as specified by Colonial Federal. The Bank is not responsible for any third party software you may need to use the service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation.

E-mail address. You agree to notify us immediately if you change your e-mail address. You understand the e-mail address that we have on file for you is the address where we will send you notifications of receipt for mobile deposit transactions as well as any other information about the service we deem necessary to communicate to you. We are not responsible for any losses incurred by you as a result of you not receiving or otherwise not reading notifications or confirmations we send to you.

Eligible items. You agree to deposit only "checks" as that term is defined in the Expedited Funds Availability Act as implemented by Regulation CC ("Reg. CC"). When the image of the check transmitted to Colonial Federal is converted to an Image Replacement Document (IRD) for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You also agree that deposits you

make using this service are not Electronic Fund Transfers as that term is defined in Regulation E ("Reg. E")

Ineligible items. You agree that you will not deposit any of the following types of checks which shall be considered ineligible items:

- Checks payable to anyone other than the account owner(s).
- Checks payable jointly, unless endorsed by both parties and deposited into an account in the name of all payees.
- Checks containing an alteration on the front of the check, 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 is drawn.
- Checks that have previously been submitted through the service or through a remote deposit capture service offered at any other financial institution.
- Checks that have been previously returned unpaid for any reason.
- Checks that are post-dated (payable in the future).
- Checks dated more than 6 months prior to the date of deposit, unless otherwise stated on the check.
- Checks that exceed the maximum daily limit set forth in this Agreement.
- Checks prohibited by Colonial Federal's current procedures relating to the service or which are otherwise not acceptable under the terms of your Colonial Federal account.
- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks that are remotely created checks, as defined in Reg. CC.
- Items that are drawn or otherwise issued by the U.S. Treasury Department, such as U.S. Savings Bonds.

Image Quality. The image of an item transmitted to Colonial Federal using the service must be determined to be legible, and is done so at the Bank's sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Colonial Federal, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

Deposit Limits. The daily deposit limit under the service begins at \$2,000.00 with a monthly dollar limit of \$5,000.00 per any thirty (30) consecutive calendar day period. The daily number of checks deposited limit begins at five (5) with a monthly number of checks deposited limit of ten (10). 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. We reserve the right to review and change the limits on the amount(s) and/or number of check deposits that you transmit using the service and to modify such limits from time to time.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the service as "For mobile deposit only, account # _____" or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the service as Colonial Federal may establish from time to time.

Receipt of Items. We reserve the right to reject any item transmitted through the service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of a check shall be deemed received by Colonial Federal when you receive a confirmation that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible check. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds. All items and associated deposit information received for processing by Colonial Federal before 4:00 pm on a business day will be processed on that business day. All items received after 4:00 pm on a business day; or on a Saturday, Sunday or holiday will be processed on the next business day. In the event that the Bank closes early, every effort will be made to process items received prior to closing time. However, we do not guarantee same day processing on early closure days. All items received after closing time will be processed on the next business day. Checks deposited via the service by the Bank's stated deadline will be considered deposited on that business day and are subject to the standard availability schedule referenced in the Funds Availability disclosure provided during the opening of your account as regulated by Regulation CC and Check 21 requirements.

Disposal of Mobile Deposited Items. Upon your receipt of a confirmation from Colonial Federal that we have accepted the image of a check that you have transmitted, you agree to prominently mark the back of the check "Electronically Presented", to secure the check for a period of sixty (60) days after deposit and to destroy the check after that time. And, you agree never to re-present the check. During the time the retained check is available, you agree to promptly provide it to the Bank upon request. You further agree to notify the Bank immediately at (617) 471-0750 if you learn of any loss or theft of the original check.

Fees. This service is free. Colonial Federal may assess a fee for the use of this service at any time pursuant to the section titled "Acceptance of these Terms" above. At which time, you will be responsible for paying the fees for the use of the service and you authorize Colonial Federal to deduct any such fees from any account in your name.

Errors. You agree to notify Colonial Federal of any suspected errors regarding items deposited through the service right away, and in no event later than 30 days after the deposit confirmation is sent. Unless you notify the Bank within 30 days, such confirmation regarding the deposit made through the service shall be deemed correct, and you are prohibited from bringing a claim against Colonial Federal for such alleged error.

Errors in Transmission. By using the service you accept the risk that an item may be intercepted or misdirected during transmission. Colonial Federal bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Ownership & License. You agree that Colonial Federal and/or its service providers retains all ownership and proprietary rights in the service, associated content, technology, and website. Your use of the service is subject to and conditioned upon your complete compliance with this Agreement. 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 Colonial Federal's business interest, or (iii) to Colonial Federal's actual or potential economic disadvantage in any aspect. 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.

Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by the Bank. 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 any other agreement with us.

Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

User Warranties and Indemnification. You warrant to Colonial Federal that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Colonial Federal, its affiliates, officers, employees, and agents from any loss you suffer from using the service.
- You further agree to indemnify and hold harmless Colonial Federal, its affiliates, officers, employees, and agents for all losses, damages and expenses, including reasonable attorney fees, resulting from your wrongful act or omissions, breach of any provision of this Agreement, breach of any applicable law or regulation, negligence or willful misconduct.

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. We disclaim all warranties of any kind as to the use of the service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the service (i) will meet your requirements, (ii) 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.

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 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 termination of the use of this service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Colonial Federal has been informed of the possibility thereof.