



Mobile Banking Agreement

Effective Date: June 1, 2017

Mobile Terms and Conditions

- 1. Eligible Enrollees.** You have agreed to accept mobile banking services (the "Services") in accordance with these Mobile Terms and Conditions. The Services are only available to Internet banking customer of your financial institution. The terms and conditions of your Internet Banking and Bill Payment Agreement apply to Internet banking and bill payment services that you receive through the Service. By accepting and using the Service, you agree to comply with your Internet Banking and Bill Payment Agreement as well as these Mobile Terms and Conditions.
- 2. General.** Access to your financial institution's Internet banking services via your mobile device is powered by the mobile technology solution owned by mFoundry, Inc (the "Licensor"). The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.
- 3. Ownership.** You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the Mobile Terms and Conditions.
- 4. License.** Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you, the Licensor or your financial institution. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.
- 5. Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright of Licensor or your financial institution.
- 6. Updates.** The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

7. Text Messages. Text messaging services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.
8. Consent to Use of Data. You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.
9. Export Restrictions. You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.
10. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
11. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
12. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MFOUNDRY OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
13. Miscellaneous. This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the

exclusive jurisdiction of the courts of California and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

END USER TERMS FOR SMS

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from your financial institution. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service. The services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through the text messages sent to and from your financial institution. You must provide source indication in any messages you send (e.g., mobile telephone number, 'From' field in text message, etc.).

Mobile Check Deposit Service (Service)

This Service is designed to allow you to present an image of a legal representation, as defined by federal law, of a check to be deposited into your Institutions checking or savings account electronically.

Service Definitions

"Service" refers to Mobile Check Deposit Service of the Financial Institution.

"You", "Your" refers to the Financial Institution.

"I", "me", "my" and "mine" shall refer to each Customer who is eligible for and uses Mobile Check Deposit.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

As part of this Service, I must only use official and up to date Financial Institution applications. I am responsible for all the data that I, submit to you which must accurately represent the information on the original check(s). I agree that the electronic image of the item submitted to the Financial Institution, as defined by federal law, is a legal representation of the check for all purposes, including return check processing.

When using this Service, I may experience technical or other difficulties. You do not assume liability for any technical or other difficulties that I may incur. You reserve the right to change, suspend or revoke services, immediately and at any time without prior notice to me. In the event this Service is not available to me, I acknowledge that I can attempt to deposit my check at a branch office location, through a participating ATM, or by mail.

Eligible Consumer Accounts. Use of the Service is subject to Financial Institution approval. You may, at your sole discretion, revoke qualification for the Service at any time. Only Checking, Money Market and Savings accounts are eligible for this Service. Business accounts are not currently eligible for the Service.

Charges or Fees. The Financial Institution does not charge a usage fee for this Service. You reserve the right to start charging for this Service at any time. If an item I transmit for deposit is dishonored, rejected or otherwise returned unpaid, I agree that you may charge back the amount of the return to the account the check was originally deposited to and I will be assessed a fee in the amount shown on the Financial Institutions current Schedule of Fees for a returned check. If there are not sufficient funds in my account to cover the amount of the returned check, the account will be overdrawn and I will be responsible for payment. I agree the Financial Institution may debit any account maintained by me in order to obtain payment of my obligations under this Agreement. I acknowledge that wireless providers may

assess fees, limitations, or restrictions. I agree that I am solely responsible for all such fees, limitations, and restrictions, and that you may contact me via my wireless device for any purpose concerning my accounts at the Financial Institution, including but not limited to account servicing and collection purposes.

Eligible Items. I agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.

Ineligible Items. I agree that I will not use this Service to scan and deposit any ineligible items including but not limited to the following:

1. Cashier's Checks;
2. Checks or items:
 - A. Checks payable to any person or entity other than the owner(s) of the account into which the check is being deposited;
 - B. Containing obvious alterations to any of the fields on the front of a check or item, or which a customer knows or suspects, 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;
 - C. Dated more than six months prior to the date of the deposit;
 - D. Drawn on a financial institution located outside of the United States;
 - E. Drawn or otherwise issued by a customer or any other person on any of the customer's accounts or on any account on which the customer is an authorized signer or joint account holder;
 - F. Not payable in U.S. currency;
 - G. Previously converted to a substitute check, as defined by Regulation CC;
 - H. Prohibited by the Bank's Internet banking agreement relating to the Service or which are not acceptable for deposit under the terms of the Bank's account agreement with the customer;
 - I. That are irregular (e.g., check amount number differs from the written amount);
 - J. That are remotely created checks, as defined by Regulation CC;
 - K. With no magnetic Ink Character Recognition (MICR) line
3. Traveler's Checks;
4. Checks or items drawn or otherwise issued by the U.S. Treasury Department;
5. Money Orders and U.S. Postal Money Orders; or
U.S. Savings Bonds.

Endorsement Requirements. I agree to endorse all items with:

- 1. my signature,**
- 2. my account number,**
- 3. and print "For Mobile Deposit Only" on all items.**

The Financial Institution reserves the right to reject all items that are not endorsed as specified.

I agree to follow any and all other procedures and instructions for use of the Services as you may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although you may accept endorsements outside this space. Any loss I incur from a delay or processing error resulting from an irregular endorsement or other markings by me will be my responsibility. For a check payable to me and any joint owner(s) of my Bank account, the check must be endorsed by all such payees and I may only use Mobile Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to me or my joint owner, either of you can endorse it. If the check is made payable to me and any non-joint owner, I may not deposit the check into my Bank account using the Service.

Deposit Limits. When using the Service to deposit funds, such deposits are limited to the Financial Institution's defined deposit segments and associated limits. The Financial Institution reserves the right to establish and assign deposit limits for the Service. I agree to the following deposit limits by using this Service. Deposit limits are subject to change from time to time at your sole discretion.

Deposit Limits	Amount	Number of Checks
Per Item	\$2,500	1
Deposit Per Day	\$2,500	5
Deposit Per Month	\$5,000	10

The Financial Institution reserves the right to revoke or cancel limits at any time at its sole discretion.

Receipt of Items. You reserve the right to reject any item transmitted through this Service, at your discretion. You are not liable for items you do not receive or for images that are not transmitted completely. An image is considered received when I receive a confirmation screen after submitting my Mobile Check Deposit. However, such notification does not mean that the transmission was without error. Once an item is reviewed and approved, funds from eligible check deposits will be available on the business day after the business day of deposit.

Funds Availability. Images that I transmit through Mobile Deposit that are received and accepted before 4:00 p.m. Eastern Standard Time on a business day that you are open will be credited to my account on the business day after the business day of deposit. Deposits confirmed received after 4:00 p.m. Eastern Standard Time and deposits confirmed received on holidays or days that are not the Financial Institution's business days will be credited to my account on the second business day. You may delay availability based on such factors as the length and extent of my relationship with you, transaction and experience information, and such other factors as you determine, in your sole discretion. In the event you close early due to circumstances beyond your control, any deposit(s) received and accepted prior to the early closing time or end of business will be credited to my account the next business day. Deposits confirmed received after early closing time or end of business will be credited to my account on the second business day.

Retention and Disposal of Items. I agree to retain each Mobile Check Deposit item for fourteen (14) business days after my funds have been posted to my account. After fourteen (14) business days, I agree to dispose of the item(s) in a way that prevents representing for payment (i.e. shredding). Upon receipt of these funds I agree to mark the item prominently as "VOID", and I agree to store each retained item in a secured locked container until such proper disposal is performed. I will promptly provide within three (3) business days, at my expense any retained original Check or Item to the Financial Institution as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item. If not provided in a timely manner, such amount will be reversed from my account. After destruction of the original Check or Item, the image will be the sole evidence of the original Check or Item. I agree that I will never represent the original Check. I understand that I am responsible if anyone is asked to make a payment based on an original check that has already been paid.

Check Requirements (including image quality). The image of an item transmitted to you using the Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the magnetic ink character recognition (MICR) line; and all other information

placed on the Check prior to the time of 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).

Rejection of Deposits. After you receive Check images and all other required deposit information from me through the Service, you shall provisionally credit my designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to my Deposit Account Agreement. I agree that all deposits received by you are subject to verification and final inspection and may be rejected by you in sole discretion, and I shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against you relating to such deposits. You are not liable for any service or late charges that may be imposed against me due to your rejection of any Check that I transmit for deposit through the Service. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my account due to a check being returned. I acknowledge and agree that, while you normally provide notice of rejected deposits, you may reject any Check transmitted through the Service in your sole discretion without notice to me, and you will not be liable for any such rejection or failure to notify me of such rejection. If you reject a Check for remote deposit, I must physically deposit the original Check.

Unpaid Checks. Should I fail to produce the original check, I authorize you to deduct that amount from my account. I am solely responsible for verifying that Checks that I deposit by using the Service have been received and accepted for deposit by the Bank. You will provide me with notice of any deposits that you are unable to process because Checks were returned unpaid by the payor financial institution. I agree to accept such notices at my e-mail address on file with you, but you may choose any reasonable method for providing such notices to me. In the event that the Bank credits my account for a Check that is subsequently dishonored and returned, I authorize you to debit the amount of such Check plus any associated fees from the account. To the extent that funds in my account are insufficient to cover such amount, you shall debit the deficiency amount from any of my other account(s) with in your sole discretion. Your right to charge my account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. I understand and agree, that since the original Check is my property, it will not be returned and you may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to my account. I further agree that any image that you charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. I may not use the Service to deposit a substitute check and I may not deposit the original Check through the Service or in any other manner if I receive a dishonored Check. I agree to comply with any additional instructions you may provide to me in connection with returned Checks.

Duty to Report Errors. You will provide me with periodic statements that will identify the deposits that I make through the Service. In addition, I may access the Bank's Online Banking service for information about my deposits, return items, deposit adjustments, Checks and other transactions on my accounts. I agree that it is my responsibility to review all such information that the Bank makes available to me in a timely manner to verify that deposits made through the Service have been received and accepted by you and are accurate. Receipt of a Check by you through the Service does not constitute an acknowledgement by you that the Check is error-free or that you will be liable for the Check. I agree to notify you promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in my Deposit Account Agreement or no later than 30 days after the first applicable statement has been sent on which a deposit appears. **I may notify you by visiting a branch location, e-mailing support@countybankmail.com , or writing to County Bank Attn: Call Center / Mobile Deposit, 19927 Shuttle Road, Rehoboth Beach, DE 19971 or telephoning you at 302-226-9800.** I agree to cooperate in any investigation by you of any unsuccessful or lost transmission. Subject to applicable law, any failure by me to notify you of any error, omission or other discrepancy in accordance with this Agreement and my Deposit Account Agreement shall relieve you of any liability for such error, omission or discrepancy.

Availability of Service/Contingency. In the event I am unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, I will transport or mail the originals of all

checks to the closest Bank location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

Presenting Checks More Than Once. Once I have used the Service to deposit a Check I agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If I or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, I agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. I agree that you may debit from my Bank account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in my account are insufficient to cover such amount, you shall debit the deficiency amount from any other of my account(s) with in your sole discretion.

Hardware and Software. In order to use Mobile Deposit, I must obtain and maintain, at my expense, compatible hardware and software as specified by the Financial Institution from time to time. You are not responsible for any third party software I may need to use the Service. Any such software is accepted by me as is and is subject to the terms and conditions of the software agreement I enter into directly with the third party software provider at time of download and installation.

My Authentication Method. I agree that you are entitled to act upon instructions you receive with respect to the Service under my user ID, password, test key or other code or authentication method that you require (these components are referred to herein collectively as my "Authentication Method"). I am liable for all transactions made or authorized with the use of my Authentication Method. You have no responsibility for establishing the identity of any person who uses my Authentication Method. I agree that if I give any component of my Authentication Method to anyone or fail to safeguard its secrecy, I will be in violation of my obligations under my Internet Banking and Bill Payment Agreement and this Agreement. I agree to take appropriate steps to ensure that all components of my Authentication Method are protected and kept confidential. I agree to indemnify and release you from any and all liability, and agree not to make any claim or bring any action against you, relating to your honoring or allowing any actions or transactions that are conducted under my Authentication Method or acting upon instructions, messages or authorizations provided to you using my Authentication Method. By accessing the Service with my Authentication Method, I authorize you to complete the requested transaction(s) through the Service. Any requests or instructions you receive from me through the Service using my Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by me. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication I provide to you through the Service using my Authentication Method.

Data Security. I will complete each deposit promptly. If I am unable to complete my deposit promptly, I will ensure that my mobile device remains securely in my possession until the deposit has been completed. It is my responsibility to establish and maintain procedures to safeguard against unauthorized deposits. **I will notify you immediately by visiting a branch location, by e-mailing support@countybankmail.com , by telephone at (302-226-9800) or with written notice at County Bank Attn: Call Center / Mobile Deposit, 19927 Shuttle Road, Rehoboth Beach, DE 19971.** If I learn of any loss or theft of original checks. I will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in your reasonable judgment, you may audit and monitor me, and I agree to cooperate with you to permit such monitoring, to confirm that I have satisfied my obligations under this Agreement.

My Warranties. I make the following warranties and representations with respect to each image that I transmit to you:

- Each image is a true and accurate representation 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 original check.

- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- I 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.
- I am authorized to enforce and obtain payment of the original check.
- I have possession of the original check and no party will submit the original check for payment.

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

Compliance with Law. I will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules, and regulations. I warrant that I will only transmit acceptable images for deposit and have handled the original checks in accordance with applicable laws, rules, and regulations.

Cooperation with Investigations. I agree to cooperate with you in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in my possession and my records relating to such items and transmissions.

Termination. The Financial Institution 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 you. Without limiting the foregoing, this Agreement may be terminated if I breach any term of this Agreement, if I use the Service for any unauthorized or illegal purposes, or I use the Service in a manner inconsistent with the terms of my Deposit Account Agreement and Truth in Savings Disclosure or any other agreement with you.

Accountholder's Indemnification Obligation. I agree to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from my use of the Service, and/or my breach of this Agreement, or unauthorized access to any of my accounts related to my use of the Service, except to the extent that such unauthorized access is the result of your gross negligence or intentional misconduct. I understand and agree that this paragraph shall survive any termination of this Agreement.

I also agree to indemnify our technology partners, including, but not limited, to Wausau Financial Systems, Inc. ("Provider"), and hold harmless the affiliates, officers, employees and agents of the Providers from and against any third party claims, suits, proceedings, actions, or demands, including claims of another financial institution, business entity, or governmental authority, and all losses, liabilities, damages, fines, penalties, costs, and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to my use of Mobile Deposit applications related to the Service, unless such claim directly results from an action or omission of the Providers in bad faith. I understand and agree that this paragraph shall survive any termination of this Agreement.

DISCLAIMER OF WARRANTIES. I AGREE THAT MY USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT MY RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE

FINANCIAL INSTITUTION DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE FINANCIAL INSTITUTION MAKES NO WARRANTY THAT MOBILE DEPOSIT WILL MEET MY REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE FINANCIAL INSTITUTION MAKES NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS RELATED TO MOBILE BANKING OR RELATED TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. I AGREE THAT YOU 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 MOBILE DEPOSIT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF YOU HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.