



Mobile Deposit User Agreement & Disclosure

BY CHECKING BOX TO ACCEPT OUR TERMS and CONDITIONS and CLICKING “ACCEPT”, YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS AND CONDITIONS WILL APPLY TO AND GOVERN YOUR USE OF THE MOBILE DEPOSIT SERVICE; THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THAT THESE TERMS AND CONDITIONS CONSTITUTE A VALID AND BINDING LEGAL CONTRACT BETWEEN YOU AND ORANGE BANK & TRUST.

The terms “we”, “us” and “our” refer to **Orange Bank & Trust**. The terms “you” and “your” refer to the customer of **Orange Bank & Trust** who is entering into this Agreement. The term “**Mobile Banking**” means a suite of services that we make available, enabling you to conduct banking transactions with us by using your Mobile Device. “**Mobile Device**” means a cellular telephone or similar wireless communications device (1) that is installed with software permitted by us (“**Mobile Banking Software**”) that you have downloaded in order to conduct Mobile Banking transactions, or (2) that is capable of conducting Mobile Banking transactions by using other protocols we may choose to permit. We reserve the right to change the Mobile Banking Software and other protocols that we allow for Mobile Banking at any time without prior notice.

This Agreement sets forth the terms and conditions that apply to Orange Bank & Trust. Mobile Deposit Service and your use of it. Based on the mutual consideration between you and the Bank, you accept and agree to be bound by these terms Text Banking Service and to conduct mobile remote deposits. Other Agreements you have entered into with Orange Bank & Trust (“we”, “us”, “the Bank”), including your Account Agreement and related disclosures and fee schedules are incorporated by reference and made a part of this Agreement. Further, you are required to comply with the terms contained in the Mobile Banking Instructions and the Frequently Asked Questions (FAQ’s) available on the Bank’s web site at www.orangebanktrust.com. Mobile Banking Instructions and the Frequently Asked Questions are incorporated by reference herein. Any inconsistency between this Agreement and the Mobile Banking Instructions and the Frequently Asked Questions shall be governed by this Agreement. Failure to comply with any of these terms may result in the suspension or termination of the Mobile Deposit Service. These terms and conditions may be amended, supplemented or changed at any time.

Service- The Bank’s Mobile Deposit Service (“Service”) is designed to allow you to make deposits to your checking, money market checking account or savings account from your camera-enabled mobile device capable of capturing check images and information and delivering the items and associated deposit information to the Bank or the Bank’s third-party processor.

Eligibility Requirements- Eligibility requirements include you must be at least 18 years of age and enroll a checking and/or savings account. At the time of enrollment, your accounts must be in good standing with regard to returned checks, returned deposited items and overdraft occurrences.

Customer Acknowledgement- Customer understands that any action taken pursuant to this Agreement will be conducted by electronic means that complies with the operating and security procedures applicable to this service. Customer affirms that Customer’s acts described in this Agreement will be attributed to Customer and will constitute the duly authorized electronic signature of Customer. By accepting this Agreement, you consent to receiving notices and disclosures concerning Mobile Banking, Online Banking and your enrolled bank accounts electronically, including by mobile phone (including text message) or e-mail (each of the foregoing being an “electronic address”). You must enter your electronic address for such disclosures and notices when first enrolling in Mobile Banking. You are solely responsible for immediately updating your electronic address if it changes. If you need assistance updating your electronic address, you may call Orange Bank & Trust Company at 845.341.5000. All disclosures and notices sent by us shall be deemed given and received by you immediately upon being sent to the electronic address you have most recently updated. Many disclosures and notices may also or instead appear in one or more of your bank account statements. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission. You may, without charge, withdraw your consent to receiving notices and communications electronically by calling Orange Bank & Trust Company at 845.341.5000, but in that event we can terminate your Mobile Banking service.

In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your Mobile Device or computer, or to print them. You may also request a paper copy of an electronic notice or disclosure at no additional charge by calling Orange Bank & Trust Company at 845.341.5000.

Hardware and Software- In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. The Bank is not responsible for any third party software you may need to use the Service. Any such software is subject to the terms and conditions of the software agreement with the third party software provider.

Eligible Items- You agree to scan and deposit only checks as defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

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 obvious alteration, 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 previously converted to a substitute check, as defined in Reg. CC
- Checks drawn on a financial institution located outside the United States
- Checks that are remotely created checks, as defined in Reg. CC
- Checks not payable in United States currency
- Checks dated more than 6 months prior to the date of deposit
- Checks dated with a future date
- Checks or items prohibited by the Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your account with us.
- Checks payable on sight or payable through drafts, as defined in Reg. CC
- Checks with any endorsement on the back other than that specified in this Agreement
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution
- Checks that were previously returned unpaid

Endorsements and Procedures- You agree to restrictively endorse any item transmitted through the Service as "For deposit only, account # _____" or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Service as we 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 an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be 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 item.

Availability of Funds- You agree that items transmitted using the Service are subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. local time in Middletown, NY, on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available the next business after receipt of the items.

Disposal of Transmitted Items- Upon receipt of a confirmation from us that we have received the image of an item, you agree to retain the check for at least fourteen (14) calendar days from the date of the image transmission. After fourteen (14) days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it

incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to us upon request.

Deposit Limits- All items deposited via the Service are subject to Bank review and/or approval. We reserve the right to impose limits on the amount(s) and/or number of items that you transmit using the Service and to modify such limits from time to time. Deposits to personal accounts should generally be \$3,000.00 or less per business day. Deposits to business accounts should generally be \$3,000 or less per business day. Limit of five (5) deposits per business day.

MOBILE BANKING TRANSFERS- Each Transfer from a savings or money market Account using Mobile Banking is counted as one of the six (6) limited transactions permitted each monthly statement cycle period, as described in the Account Disclosures. You may be subject to fees if you exceed the transaction limits of your Account using Mobile Banking. Please see the Schedule of Fees and Account Disclosures applicable to your Account for more information or you may obtain a written Schedule of fees and/or Account Disclosures by calling Orange Bank & Trust Company at 845.341.5000. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

Errors- Electronic Fund Transfer Provisions. Financial Institution's Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

Your liability for unauthorized EFTs. Tell us at once if you believe your user name, password, or Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your user name, password, or Device, you can lose no more than \$50 if someone used your user name, password or Device without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your user name, password or Device, and we can prove we could have stopped someone from using your user name, password or Device without your permission if you had told us, you could lose as much as \$500. If your statement shows transfers that you did not make, including those made by mobile banking, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time period.

Error Resolution Procedures. In case of errors or questions about your electronic transfers, you agree to call or write us at 845-341-5000 or Orange Bank & Trust Company, 212 Dolson Avenue, Middletown NY 10940 as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. An account is considered a new account for thirty (30) days after the first deposit is made, if you are a new customer.

We will tell you the results within 3 business days after completing the investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Presentment- The manner in which the items are cleared, presented for payment and collected shall be in the Bank's sole discretion subject to the Account Agreement and associated disclosures governing your account.

Limitations of Service- When using the Service, you may experience technical or other difficulties. We will attempt to post alerts to our website(s) to notify you of these interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Service has some qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. 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 part, immediately and at any time without prior notice to you.

Ownership & License- You agree that the Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). 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 the Bank's business interest, or (iii) to the Bank'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.

Change in Terms-This Agreement is subject to change from time to time. We will notify you of any material change, including fees, via email, text/statement message, or on our website(s). Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, 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 any such changes to 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 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 and related disclosures or 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.

Fees and Charges. So long as this Agreement remains in effect, you agree to the normal deposit service charges established from time to time by the Bank and, in addition thereto, the fees and charges set forth in the Fee Schedule as provided from time to time hereafter to you, and all such other fees and charges as may be agreed upon from time to time by you and the Bank.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT 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 NONINFRINGEMENT. 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 THE TERMINATION OF THE USE OF THIS 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.