



## MIDDLESEX SAVINGS BANK eDEPOSIT AGREEMENT

This Middlesex Savings Bank eDeposit Agreement (the "Agreement") made between you and Middlesex Savings Bank (the "Bank") governs the use of Middlesex Savings Bank's mobile deposit capture service (the "Service"). The Service includes a free download of the Middlesex Savings Bank eDeposit Application (the "Application"), designed specifically for approved mobile devices (the "Mobile Device"). The Service allows you to deposit Eligible Items, as defined below, into your Middlesex Savings Bank account(s) from remote locations by imaging Eligible Items and transmitting those images to the Bank using your Mobile Device.

Please read this Agreement carefully and retain a copy for your records. You may obtain a copy on our website or request a copy of this Agreement and other agreements governing your accounts and services by contacting the Bank. This Agreement, as well as the parties' rights and obligations hereunder, shall be in all respects interpreted, enforced and governed by and under the laws of the United States and the Commonwealth of Massachusetts. The parties hereto waive all rights to trial by jury in any litigation or other proceeding arising out of this Agreement or the provision or use of the Service. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable; additionally, all remaining provisions shall remain in full force and effect. The headings used throughout this Agreement are for convenience only and shall not govern the interpretation of the provisions. In the event of a dispute regarding the Service, you agree that it will be resolved by looking to the terms and conditions contained herein.

### Definitions

As used in this Agreement, the words "you" and "your" refer to the person(s) or entity(ies) subscribing to or authorized to use the Service. The words "Bank", "we," "us," and "our" refer to Middlesex Savings Bank. The word "Account" refers to your deposit accounts at Middlesex Savings Bank, including but not limited to checking accounts, money fund accounts and savings accounts. "MICR" means the magnetic ink character recognition line encoded at the bottom of checks or items. A "Substitute Check" means a paper reproduction of an original item that, among other things, contains an image of the front and back of the original item. A "Remotely Created Check" means an item that does not bear a signature by the person on whose account the check is drawn. For more information, please refer to Regulation CC established by the Board of Governors of the Federal Reserve System and our Combined Disclosures.

### Acceptance and Use of the Service

Consumers, by clicking on the acceptance box below, you agree to the terms and conditions of this Agreement and are requesting to be enrolled in the Service. Business customers, you will need to complete a separate enrollment request form. Both consumer and business customers are subject to review and approval.

Upon our approval and your activation of the Service, you shall be bound by these terms and conditions. You agree to accept responsibility for learning how to use the Service in accordance with the instructions and agree that you will contact us directly if you have any issues or concerns. We may modify the Service from time to time in our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the Service as modified. You also accept responsibility for making sure that you know how to properly use the Mobile Device and we will not be liable to you for any losses caused by your failure to properly use the Service or the Mobile Device. Any Account accessed through the Service is also subject to this Agreement, Account Agreements/Terms and Conditions, Combined Disclosures, Schedule of Fees and any other agreement or disclosure provided at time of account opening or at a later date. You should review those

agreements and disclosures, as they may include transaction limitations, fees or other terms that might apply to your use of the Service.

In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. You agree and understand that the Service may not be accessible or may have limited utility over some mobile networks, and that there may be browser or other technical limitations specific to an individual mobile device that will limit or prevent access to the Service. You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations relating to Office of Foreign Assets Control. We make no representations that the Service will be available for use in locations outside of the United States.

You are responsible for the quality, completeness, accuracy, validity and integrity of any item image transmitted to us using the Service. You are responsible if you or any person other than you, either authorized or unauthorized, intentionally or unintentionally submit fraudulent, inaccurate, incorrect, illegible or otherwise improper or unusable items or images to us through the Service.

#### Responsibilities and Security of the Mobile Device

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using the Service. You represent and agree that all information you provide to us in connection with the Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Service. You represent that you the legal owner of the Mobile Device you will use to access the Service and that the Mobile Device will be password protected or have similar security in use.

You have the sole responsibility for maintaining the safety, security and integrity of the Mobile Device by which you access the Service. You agree not to leave the Mobile Device unattended while logged into the Service and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any other person. You shall bear the entire risk for any use thereof, whether or not you are negligent. If you permit other persons to use the Mobile Device, login information or any other means to access the Service, you will be held responsible for any transactions they undertake and we will not be liable for any damages resulting to you. You agree to not use the Service or the content or information delivered through the Service in any way that would be considered illegal. You are responsible for notifying the Bank if the Mobile Device registered with the Bank is no longer being used.

#### Ineligible Items

Middlesex Savings Bank, in its sole discretion, reserves the right to verify and deny any and all items being deposited using the Service. You agree to use the Service to image, transmit and deposit items made payable to you, drawn on U.S. banks in U.S. currency ("Eligible Items"). You agree that you will not use the Service to deposit the following items ("Ineligible Items"):

- Any postal money order, money gram or foreign check;
- Any item payable to any person or entity other than you as the original payee;
- Any item containing any evidence of alteration or an alteration of which you know or believe or suspect to be fraudulent or not authorized by the owner of the account on which the item is drawn;
- Any item that is not in original form with a signature, such as Substitute Checks or Remotely Created Checks;
- Any item previously converted to a Substitute Check or a Remotely Created Check;
- Any item with any endorsement on the back other than that specified in this Agreement;

- Any item that has previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution, or that has been deposited with the Bank or any other financial institution, including items that have been returned unpaid;
- Any item which is stale (more than 6 months old) or post-dated (made payable at a future date);
- Any item payable to you and another payee;
- Any item that will exceed your daily or monthly item limit or dollar limit;
- Any item written off an account at a financial institution located outside the United States; or
- Any item not payable in United States currency.

### Funds Availability

The Bank will process all Eligible Items transmitted and received during the hours established by the Bank for accepting Eligible Items deposited through the Service, except when prevented from doing so due to equipment or electrical failures or any other condition beyond the reasonable control of the Bank. The Bank will credit your account when processed if received before the final deposit cutoff of each business day. Eligible Items imaged through the Service must be received and confirmed before 4:00 PM Eastern Time (3:00 PM Central Time) in order to be considered deposited same day. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our banking centers or at [middlesexbank.com](http://middlesexbank.com). Eligible Items processed on days the Bank is closed or after the final cutoff on any business day will be credited on the next business day. Notwithstanding any provision of this Agreement to the contrary, the Bank has the discretion to reject any deposit for any reason.

- Eligible Items are subject to verification by Middlesex Savings Bank and may be rejected for any reason. If the Eligible Item is received and confirmed by Middlesex Savings Bank, then the Eligible Item amount will be made available to you the same day in most cases, subject to the above cut off times.
- In some cases, Eligible Items may be subject to delayed availability. Reasons for delayed availability include but are not limited to repeated overdrafts or a missing required endorsement. Please refer to the Funds Availability Policy contained within the Combined Disclosures provided at the time of account opening for specific information regarding delayed availability. If such delay is applied, then you will receive notice through electronic mail or regular US mail with specific information about the delay.
- Eligible Items may be rejected if you have exceeded your daily or monthly item or dollar limit, and you will receive notification of the rejected item through electronic mail or regular US mail.
- Missing or invalid Eligible Item information, improper images and missing or improper endorsement may also result in a charge back of an Eligible Item or delay in funds availability.

### Item Requirements

- Each imaged Eligible Item must contain the following information, including but not limited to: information about the payor and the paying bank that is preprinted; the MICR; the payor's signature(s); the date; and the required endorsement applied to the back of the original Eligible Item.
- All Eligible Items deposited through the Service into your Account must be endorsed in the first 1.5 inches of the trailing edge of the back of the Eligible Item. You may identify the "trailing edge" of an item by viewing the Eligible Item from the front. The trailing edge is the left edge of the Eligible Item.
- Your endorsement must include your signature, the last four digits of your account number and the words "For MSB eDeposit Only". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

- Each imaged Eligible Item must also meet all standards for image quality by the American National Standards Institute, the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

### Deposit Limits

We may establish limits on the dollar amount and/or number of Eligible Items deposited from time to time. If you attempt to initiate a deposit of an Eligible Item in excess of those limits, we may reject your Eligible Item. If we permit you to make a deposit of an Eligible Item in excess of those 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.

### Your Duties and Obligations

As you image Eligible Items into electronic files for transmission and deposit into your Account, you warrant and represent with respect to each imaged Eligible Item that:

- The image accurately represents all of the information on the front and back of the Eligible Item and that all such information is legible, genuine, accurate and without any alteration of the image;
- You will not cause the payor to receive a debit, presentment, return of, or otherwise be charged for, the Eligible Item or a paper or electronic representation of the Eligible Item, such that the payor will be asked to make a payment based on the Eligible Item that has already been paid (You will be liable for Eligible Items that are presented more than once.);
- The image represents an Eligible Item properly payable to you, with the necessary endorsement for deposit into your Account with the Bank;
- You will maintain physical security of the Eligible Items that you have deposited using the Service for a period of at least 60 days after deposit. You will immediately notify the Bank in the event of any unauthorized access to such Eligible Items and you will destroy all Eligible Items in a safe and reasonable manner in accordance with the time frame set forth above in this paragraph;
- You will provide the Eligible Items to us, at our request, as we reserve the right to view the Eligible Items for any reason. (If we request to view an Eligible Item, then you must provide the Eligible Item to us within five (5) business days, at your expense. If you do not provide the Eligible Item, then the deposit of the Eligible Item will be reversed from your Account.) Use of the Service does not relieve you of your duty to maintain records, review statements, verify transactions, and, if necessary, to notify the Bank of any issues arising from your use of the Service or otherwise.

### Receipt of Deposit

We reserve the right to reject any Eligible Item transmitted through the Service, at our discretion. We are not responsible for Eligible Items we do not receive or for images that are dropped during transmission. An image of the Eligible Item shall be deemed received when you receive an electronic confirmation from us that we have received the image. Confirmation does not mean that the image contains no errors or will be accepted for deposit. In accepting Eligible Items for deposit or collection, the Bank makes no warranty as to the collectability of the Eligible Items. We further reserve the right to charge back to your Account at any time any Eligible Item that we subsequently determine was an Ineligible Item. 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.

### Returned Deposits

If an Eligible Item deposited through the Service is dishonored, rejected or otherwise returned unpaid for any reason including insufficient funds, then you will receive an image, reproduction or substitute of the Eligible Item and we may set off the amount of the returned Eligible Item by debiting the

Account into which you deposited the returned Eligible Item or by transferring funds from another Middlesex Savings Bank account held by you. Notifications of delayed availability or return of the deposit may not be available to you through the Service or the Application, and may be mailed or sent through other means deemed acceptable by us. You will be responsible for reimbursing us for all loss, cost, damage or expense related to the processing of the returned Eligible Item. You are prohibited from attempting to deposit or otherwise negotiate an Eligible Item through the Service if it has been charged back to you.

You are solely responsible for verifying the validity of an item returned as forged or counterfeit, and if you suspect that an item is forged or counterfeit then you must not deposit that item using the Service. We are not responsible for detecting forged or counterfeit items that you deposit.

#### Errors

You must notify us of any errors (or suspected errors) related to the Eligible Items deposited through the Service as soon as possible after the occurrence, and in no event, no later than 30 days after the related Middlesex Savings Bank account statement is sent. Unless you notify us within 30 days of the date that the Middlesex Savings Bank account statement is sent, then the account statement containing the deposits made through the Service is deemed correct and you cannot bring a claim against us for any alleged errors.

#### Relationship to Other Agreements and Fees

You agree that you remain subject to the terms and conditions of your existing agreements with us and with any unaffiliated service providers, including, but not limited to, your mobile service provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Service (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with the Service), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

#### Fees and Charges

By using the Service, you agree to pay the associated fees and charges, as set forth in the most current "Consumer Fee Schedule" (for non-business customers) and/or "Business Fee Schedule" (for business customers) brochure. Applicable fees, as disclosed in the most current "Consumer Fee Schedule" and/or "Business Fee Schedule" brochure will be charged to your payment account. If the payment account has insufficient funds to cover fees, the Bank may deduct the fees from any Middlesex Savings Bank account held by you. If the fee cannot be paid, then we may cancel the Service and/or may take other action as we deem appropriate.

#### Changes in Terms

We reserve the right, at any time, to modify this Agreement. We will notify you of changes in the manner required by applicable law. Your use of any or all features of the Service after the effective date of the notice indicates your acceptance of the modification in terms.

To the extent permitted by applicable law, if you have previously agreed to receive notices and disclosures electronically, we will forward such notices to you by electronic mail or post such notices on our website and alert you by electronic mail of the posting of such notice.

#### Indemnification and Warranty Disclaimer

You (on behalf of yourself, your estate, your heirs and all person who may claim through you) or, if an entity, its predecessors, successors and affiliates and its and their trustees, directors, officers,

employees, agents and representatives and all persons who may claim through it) hereby agree to indemnify, defend and hold the Bank, its affiliates, and its and their trustees, directors, officers and employees and its technology suppliers harmless from all costs and liabilities (including but not limited to reasonable attorney fees and costs, disbursements and regulatory fines and assessments) we may suffer or incur as a result of your enrollment into the Service or registration of the Mobile Device, your breach of any term of this Agreement, or failure to perform any obligation under this Agreement, or otherwise arising out of your use of the Service including, without limitation, (a) any errors arising out of keying errors; (b) the willful misconduct, fraud, criminal activity, intentional tort, negligence, actions, omissions or commissions, or noncompliance with any law or regulation, by you involving use of the Service; and (c) any transmission or instruction made by you in connection with the Service that is acted upon by the Bank in good faith.

The Application related to the Service is provided "as is" without warranty of any kind. The entire risk as to results and performance of the Application related to the Service is assumed by you. We do not warrant, guarantee, or make any representations regarding the use of, or the results of the use of, the Application related to the Service in terms of correctness, accuracy, reliability, or otherwise. Neither we nor our suppliers make any representations or warranties of any kind regarding use of the Application related to the Service, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, unless disclaiming such warranties is prohibited by law.

You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile, copy or reproduce all or any part of, or interfere or attempt to interfere with, the technology or service included in or associated with the Service.

We and our technology suppliers retain all rights, title and interests in and to all services, technology, software and hardware included in or associated with the Service.

#### **Limitation of Liability**

We will not be liable for failure to provide access or for interruptions in access to the Service due to a system failure, other unforeseen acts or circumstances or a malfunction of your Mobile Device or the Application. Under no circumstances and under no legal theory, tort, contract, or otherwise, shall we or our technology suppliers be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character, including, without limitation, damages for loss of goodwill, loss of use, data, profits, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. The Bank will not assume responsibility with respect to your use of the Service. Electronic transmission of confidential and sensitive personal or business information is at your own risk. We are also not responsible for any electronic virus or viruses that you may encounter.

#### **Middlesex Savings Bank's Right to Terminate**

Middlesex Savings Bank reserves the right to terminate this Agreement and your access to the Service, in whole or in part, at any time in its sole discretion for any reason.

#### **Your Right to Terminate**

You may cancel the Service at any time by providing us with written notice by postal mail, electronic mail, or fax. If you have designated a joint consumer account as one of the accounts you may access with the Service and you notify us that you wish to terminate your enrollment, then only your enrollment, your Login ID and password will be suspended. Other joint account holders must notify us to suspend their own enrollment in the Service and his or her own Login ID and password.



Your access to the Service will be suspended within 3 business days of our receipt of your instructions to cancel the Service. You will remain responsible for all outstanding fees and charges incurred in connection with the Service.

#### **Authorization to Obtain Information**

You understand and agree that in connection with the Service the Bank is authorized by you to obtain information on your credit history (including the credit history of your principal owners, for privately held firms) and other background information as it deems reasonably necessary in order for the Bank to continue to provide the Service to you.

#### **Confidentiality**

You understand and agree that we may disclose information about your accounts and transfers to others. The limitations under which we may disclose such information are described in our Privacy Statement.

#### **Notices/Address Changes**

To notify us, call 1-877-463-6287, Monday through Friday, between 7:00 a.m. and 9:00 p.m. and 8:30 a.m. and 3:00 p.m. on Saturday, or send us notice by mail to the address listed below or send an e-mail to [eDeposit@middlesexbank.com](mailto:eDeposit@middlesexbank.com).

If you send us an electronic mail message, we will be deemed to have received it on the following business day. We will then have a reasonable time to act on your e-mail. The internet is not a secure environment. Thus, we request that you do not send us or ask for sensitive information such as account numbers, passwords, account information, etc. via electronic mail.

We may rely upon your address, including, without limitation, your electronic mail address as it appears on our records for any and all communications, secure or otherwise, we send you. Notifications should be forwarded to the following, as applicable:

Information Center  
Middlesex Savings Bank  
P.O. Box 5210  
Westborough, MA 01581-5210