

MOBILE DEPOSIT AGREEMENT

bankESB is pleased to offer you the opportunity to utilize our Mobile Deposit service. This agreement contains the terms and conditions under which we will provide the Mobile Deposit service to you. This agreement is in addition to your other agreements with bankESB, such as your Product and Account disclosure, Online and Mobile Services Agreement, Fee Schedules and other credit agreements you may have with us. The Bank may modify the terms of this agreement from time to time and your continued use of the service will constitute your acknowledgement and agreement to those changes. Any such amendment shall be effective thirty (30) days after the Bank sends notice of the amendment to you. If you object to any amendment of this agreement, you must do so in writing. If you exercise this right, you may no longer use the Mobile Deposit service.

In this agreement, the terms "bank", "we," "us" and "our" refer to bankESB. The terms "Bank" and "Processor" may be used interchangeably when used in relation to any service performed by the Bank or by a processor on behalf of the Bank with respect to the service. The terms "you" and "your" refer to the person(s) or authorized signer(s) on the account, authorized user (whether express or implied) or any individual with an Online and Mobile Services user ID and password. If you have any questions about these services, please call us at 855-527-4111 and ask to speak with the Customer Care Center or stop by any branch office.

Once you have carefully read this agreement, we suggest that you print and retain a copy of the Mobile Deposit Agreement for your records. Please know that you do have the right to receive a paper version of this agreement in addition to the electronic version and may contact us by e-mail or telephone to request a paper copy. There is no charge for a paper copy.

MOBILE DEPOSIT AGREEMENT

1. Service. The Service is designed to allow you to make deposits of paper checks ("original checks") to your checking, savings or money market savings accounts with the Bank from home or other remote locations by using your camera-enabled Mobile Device to capture images of the original checks and transmitting the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. The Bank currently does not charge for the service. However, you are responsible for all expenses related to the use of the service, including, but not limited to, telephone service or Internet service charges.

2. Eligibility. The service is available only to customers who enrolled in our Online and Mobile Banking services.

3. Enrollment. You must be enrolled in the Online and Mobile Service and have consented to receive required disclosures and messages electronically in order to access Mobile Deposit. In order to use Mobile Deposit, you must: (a) have an eligible Mobile Device, (b) have your Online and Mobile Services username and password and (c) download the bankESB Mobile App. It is your responsibility to provide us with accurate, complete and current information about you and your telephone number and email

address. We reserve the right to refuse or cancel your registration for the Service if we cannot verify your information.

4. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. 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. Currently, Mobile Deposits are limited in amount to \$10,000.00 per calendar day.

5. Eligible Items. You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Regulation CC"): Availability of Funds and Collection of Checks 12 CFR 229. You agree that the Image of the check that is transmitted to the Bank (each such check and other item is referred to in this Agreement as a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You also acknowledge and agree that Mobile Deposits that you make using this Service are not "Electronic Fund Transfers" as that term is defined in Federal and Massachusetts laws.

You agree that you will not use the Service to scan and deposit any checks or other items (considered ineligible or "Prohibited Checks") below:

- a. Checks or items payable to any person or entity other than yourself or otherwise to the owner of the account that the item is being deposited into.
- b. Checks or items that are payable jointly, unless deposited into a deposit account in the name of all payees.
- c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- d. Checks or items that have not been previously endorsed by a bank and are either "substitute checks", (as defined in Regulation CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without our prior written consent.
- e. Checks or items drawn on a financial institution located outside the United States or territories of the United States.
- f. Checks or items that are remotely created checks, as defined in Regulation CC, or are remotely created payment orders.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your account or are in violation of any law, rule or regulation.
- j. Checks or items previously submitted through the Service or through a remote deposit capture service offered by us or at any other financial institution.

If you deposit a prohibited check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) that the Bank may incur associated with any warrant, indemnity or other claim related thereto.

Furthermore, if, after first having obtained our written consent to do so, you provide us with an electronic representation of a substitute check for deposit into a deposit account instead of an original check, you agree to indemnify and reimburse us for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) we incur because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and or causes duplicate payments.

6. Endorsements and Procedures. Endorsements must be made on the back of the check within 1.5 inches from the top edge, although we may accept endorsements outside this space. You must restrictively endorse the check with your signature and the legend "For Mobile Deposit 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.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you may endorse it. If the check is made payable to you and a joint owner, both of you must endorse the check and it must be deposited into a deposit account owned by both of you.

7. Image Quality. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve and any other regulatory agency, clearing house or association.

8. Retention of Original Checks. After you receive confirmation that we have received an image, you must securely store the original check for fourteen (14) days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within two (2) Business Days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your deposit account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check. You agree that you will never deposit the original check or present the original check to us or anyone else for payment. You understand that you are responsible if anyone asks you to make a payment based on an original check that has already been paid.

9. Funds Availability. The cut-off time applicable to Mobile Deposits is Monday through Friday at 4:00 p.m. Eastern Standard Time (EST). Mobile Deposits confirmed as received before 4:00 p.m. EST on Monday through Friday will be considered deposited on that day, however, adjustments to provisional credit will be posted to your account by 9:00 p.m. EST. Mobile Deposits confirmed as received after 4:00 p.m. EST and deposits confirmed received on a Saturday, Sunday or holiday at any time will be considered deposited on the next Business Day. Funds from Mobile Deposits will generally be available

to you within two (2) business days from the date we provide you provisional credit for the Mobile Deposit. bankESB may place extended holds or make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and any other factors as the Bank, in its sole discretion, deems appropriate.

10. Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under the Product and Account Disclosure and the Online and Mobile Services Agreement. When we receive an image, we will attempt to confirm receipt via a confirmation email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt. Confirmation does not mean that the image contains no errors. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your deposit account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against us.

We shall have no liability to you for the rejection of a Mobile Deposit or the images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your deposit account. We will notify you of rejected images by email or other means.

11. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Product and Account disclosure governing your account.

12. Returned Deposits. Any credit to your deposit account for checks deposited using Mobile Deposit is provisional. As used herein, "Provisional" means that the credit is made to your deposit account subject to final payment of the checks and subject to the terms of the Product and Account Disclosure. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

13. Errors. You agree to notify us of any suspected errors regarding items deposited through the service right away, and in no event later than sixty (60) days after the applicable deposit account statement is sent. Unless you notify us within sixty (60) days, such statement regarding all deposits made through the service shall be deemed correct.

14. Cooperation with Investigation. You agree to cooperate with us 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 your possession and your records relating to such items and transmissions.

15. Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. By using the service, you accept the risk that an item deposited through the service will be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such transmission errors. You will notify us immediately by telephone at 855-527-4111 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor your transactions, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

16. Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition 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 check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You 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.
- You are authorized to enforce and obtain payment of the original check.

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

17. **Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to: bankESB, P.O. Box 351, Easthampton, MA 01027. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use the service.

18. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible image to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

19. **Requirements.** You understand you must, and hereby agree to, at your sole cost and expense, use a Mobile Device that meets all technical requirements for the proper delivery of the service and that fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of the service, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the service. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and used in connection with the Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. The Bank is not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet, defects in or malfunctions of your Mobile Device and any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. We advise you, and you hereby agree to, scan your Mobile Device and or any associated hardware or software on a regular basis using a reliable virus detection product in order to detect and remove viruses.

20. **Ownership and License.** You agree that the Bank and or its service provider(s) retain 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, your 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. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or service, copy or reproduce all or any part of the technology or service; or interfere, or attempt to interfere, with the technology or service.

21. **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 WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

22. 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 INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW. ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, BANK SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW.

23. Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to comply with all existing and future operating procedures used by Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.

24. Indemnification. If you are the primary user or an authorized user performing transactions from an account, you agree to indemnify the Bank and hold us, including our affiliates, officers, employees and agents, harmless from and against any and all claims, demands, expenses (including, but not limited to, reasonable attorney fees and costs), losses or damages claimed by any third parties (including, but not limited to, any persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement or (ii) your breach of this agreement.

If we initiate any legal action to collect money owed to us under this agreement or any related agreements, including any counterclaim, you agree to pay all of our costs for such action, including any reasonable attorneys' fees. This provision does not apply to action in connection with any credit account. In such cases, the credit agreement will govern these costs.

25. Termination. Either you or the Bank may terminate this agreement at any time by giving written notice to the other, but the termination of this agreement does not terminate your account(s) with us. Closing the account(s), which you access with Online and Mobile services terminates this agreement simultaneously. We may cancel your privilege to use Mobile Deposit or Online and Mobile services at any time and without advance notice.

Rev. 12_2023