



REMOTE DEPOSIT ANYWHERE AGREEMENT

Introduction – How it Works

Remote Deposit Anywhere is a new way to deposit checks to your Sugar River Bank checking or savings account(s) using your smartphone or tablet. Save time and gas by making deposits wherever you are with our free Mobile Banking App and Remote Deposit Anywhere.

Enrollment/Eligibility Requirements

Must be enrolled in Online Banking and Mobile Banking

Check Deposit Guidelines

Remote Deposit Anywhere is offered by Sugar River Bank with no service charge. We reserve the right to change the service charge for this service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you may be assessed a returned deposited item fee.

Limits for customers

- Daily: \$1,000 and up to 4 Items
- Monthly: \$5,000 and up to 40 Items. Daily and monthly transaction limits apply per customer, not per account. If you have multiple accounts these daily and monthly limits will apply.

Cut off time for deposits to be posted on current day is 4:00pm (EST)

Deposited checks must be destroyed after the deposit is confirmed. We recommend keeping checks for a minimum of 14 days, and then securely destroying them.

You cannot deposit foreign items or savings bonds

You cannot deposit money orders

You may only deposit checks into accounts held by the person who the check is made payable to

For your safety checks should be signed and endorsed **“For Deposit Only to SRB (list your account number) and your signature”**

You will receive notification via email on the same day deposit is made

TERMS AND CONDITIONS

Sugar River Bank Remote Deposit Anywhere Service Agreement (“Agreement”)

This agreement contains the terms and conditions for use of Remote Deposit Anywhere which Sugar River Bank (“Sugar River Bank”, “us” or “we”) may provide to you (“you”, “your”, or “User”). Other agreements you have entered into with Sugar River Bank, including your Deposit Account Regulations, Rules and Disclosures, Online Banking Terms and Conditions and Mobile Terms and Conditions

governing your Sugar River Bank account, are incorporated by reference and made a part of this agreement.

1. **Service.** Remote Deposit Anywhere (RDA) is designed to allow you to make deposits to your qualifying accounts remotely, via a mobile device, by capturing and delivering the check image and associated deposit information to Sugar River Bank.

2. **Acceptance of these Terms.** Your use of RDA constitutes your acceptance of this Agreement. This Agreement is subject to change. We will notify you of any material change via your mobile device, email or our website by providing a link to the revised Agreement or otherwise explaining the material change. Your continued use of RDA will indicate your acceptance of the terms and conditions of the revised Agreement.

3. **Limitations of Service.** When using RDA, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. RDA has qualification requirements and limitations on use, and we reserve the right to change the qualifications or limitations at any time without prior notice. We reserve the right to change, suspend or discontinue RDA, in whole or in part, or your use of RDA, in whole or in part, immediately and at any time without prior notice to you.

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

5. **Ineligible Items.** You agree that you will not use RDA to capture and deposit any checks or other items listed below:

- a) Check or items payable to any person or entity other than the authorized account holders
- b) Checks or items containing obvious alteration to any of the fields on the front of the check or item (including the MICR line), 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
- c) Checks or items previously converted to a substitute check, as defined in Regulation CC
- d) Checks or items draw on a financial institution located outside the United States
- e) Checks or items not payable in United States Currency
- f) Checks or items that are postdated or more than 6 months old
- g) Checks or items prohibited by Sugar River Bank's current procedures relating to RDA or which are otherwise not acceptable under the terms of your Sugar River Bank account
- h) Traveler's Checks
- i) Money Orders
- j) Checks or items submitted outside the United States
- k) Cash
- l) Savings Bonds
- m) Checks drawn or issued by the United State Treasury
- n) Checks that are incomplete or mutilated
- o) Checks or items stamped with a "non-negotiable" watermark
- p) Any third party check, defined as any item that is made payable to another party and subsequently endorsed to you by such party (Exceptions may be made at SRB's discretion.)

Nothing in this Agreement shall be construed as requiring Sugar River Bank to accept any check(s) or item(s) for deposit, even if Sugar River Bank has accepted that type of check or item previously. Nor shall

Sugar River Bank be required to identify or reject any check(s) or item(s) you may capture and deposit that fail to meet the requirements of this Agreement.

6. Security of your Mobile Device and Account Information. You are responsible for (i) maintaining the confidentiality and security of your mobile devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used by you to access RDA (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with RDA (collectively "Access Information"). You agree not to supply your "Access Information" to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the "Access Information". Any communications received through the use of the "Access Information" will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any "Access Information", including your mobile devices. We reserve the right to deny you access to RDA (or any part thereof) if we believe that any loss, theft or unauthorized use of "Access Information" has occurred.

7. Image Quality. The image of an item transmitted to Sugar River Bank using RDA must be legible. The image quality of items must comply with the current requirements established by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, any other regulatory agency, clearing house or association or any higher standard set by us.

8. Endorsements and Procedures. Prior to taking a photo and submitting the photo of the original check, for your safety you should endorse the back of the original check with "For Deposit only to SRB (list your account number)" **Your endorsement must include your signature.** You agree to follow any and all other procedures and instructions for use of RDA as Sugar River Bank may establish. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through RDA.

9. Receipt of Items. We reserve the right to reject any item transmitted through RDA, at our discretion, without liability to you. We are not responsible for items we do not receive in accordance with this Agreement or for images that are dropped during transmission. An image of an item shall be deemed received when you receive an email notification from Sugar River Bank that we have received the image. Receipt of such notification does not mean that the transmission was error free, able to be processed or complete or that the funds will be credited for that check or item.

10. Presentment. The manner in which checks and items are cleared, presented (or represented) for payment, and collected shall be in Sugar River Bank's sole discretion as set forth in the relevant deposit account agreement governing your deposit account.

11. Availability of Funds. You agree that items transmitted using RDA are subject to the funds availability requirements of the Federal Reserve Board Regulation CC. Funds deposited using RDA will be available when we receive payment for the funds submitted. Reservation of Right to Hold: In some cases, we may not make the funds available to you when we receive payment for the funds submitted. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. Sugar River Bank may make such funds available sooner based on such factors as credit worthiness, the length and extent of your financial relationship with us, transaction and experience information, and such other factors as we, in its sole discretion, deem relevant.

12. Disposal of Transmitted Items. Once your online deposit history shows that your item has been accepted, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to ensure that it is not presented again for payment. You agree to destroy the check after 14 days by shredding or incineration. You agree never to present to us or any other party a check or item that has been deposited through RDA unless we notify you that the check or item will not be accepted for

deposit through RDA. During the time the retained check is available, you agree to promptly provide it, or a sufficient copy of the front and back of the item to Sugar River Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item for Sugar River Bank's audit purposes.

13. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits you transmit using RDA and to modify such limits at any time. Any deposit which exceeds the RDA's eligible deposit limit will be rejected and must be deposited by means other than RDA.

14. Hardware and Software. In order to use RDA, you must obtain and maintain, at your expense, compatible hardware and software as specified by Sugar River Bank. Sugar River Bank is not responsible for any third party software you may need to use RDA. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you entered into directly with the third party software provider at time of download and installation.

15. Errors. You agree to notify Sugar River Bank of any suspected errors regarding items deposited through RDA right away, and no later than 60 days after the applicable Sugar River Bank account statement is sent. Unless you notify Sugar River Bank within 60 days, such statement regarding all deposits made through RDA shall be deemed correct, and you are prohibited from bringing a claim against Sugar River Bank for such alleged error.

16. Changes in Service. We reserve the right to terminate, modify, add and remove features from RDA at any time in our sole discretion. You may reject changes by discontinuing use of RDA. Your continued use of RDA will constitute your acceptance of and agreement to such changes. Maintenance to RDA may be performed resulting in interrupted service, delays or errors in the service and we shall have no liability for any such interruptions, delays or errors.

17. Ownership & License. You agree that Sugar River Bank retains all ownership and proprietary rights in RDA, associated content, technology and website(s). Your use of RDA 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 RDA. Without limiting the restriction of the foregoing, you may not use RDA (i) in any anti-competitive manner, (ii) for any purchase which would be contrary to Sugar River Bank's business interest, or (iii) to Sugar River 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 RDA.

18. Disclaimer of Warranties. You agree your use of RDA 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 RDA will be accurate or reliable, and (iv) any errors in the service or technology will be corrected.

19. 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 of 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 Sugar River Bank has been informed of the possibility thereof.

20. User warranties and indemnification. You warrant to Sugar River Bank that:

- a) You will only transmit eligible check and items that you are entitled to endorse. All checks and items will include all signatures required for their negotiation
- b) Images will meet Sugar River Bank's image quality standards
- c) You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party
- d) All information you provide to Sugar River Bank is accurate, true, and accurately reflects the front and back of the check or item at the time the image was captured
- e) You will comply with this Agreement and all applicable rules, laws and regulations
- f) You will use RDA only for your own deposits and will not allow the use of RDA by way of the service bureau business, timesharing, or otherwise disclose or allow use of RDA by or for the benefit of any third party

You agree to indemnify and hold Sugar River Bank harmless for all losses, damages and expenses, including reasonable attorney fees, resulting from your wrongful act or omissions, breach of any provision of this Agreement, breach of any applicable law or regulation, negligence or willful misconduct.

21. Termination or Refusal by Us. We reserve the right to refuse to honor an instruction or suspend or terminate RDA, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe RDA is not being used for its intended, bona fide and lawful purposes under this Agreement or any other agreement you have with Sugar River Bank; (c) we have reason to believe RDA is being used in an anti-competitive manner or contrary to Sugar River Bank's business interest; or (d) your account is closed or access to your account is restricted for any reason. Termination will not affect your liability or obligations under this Agreement or any other agreements you have with us.

22. Governing Law. Except to the extent superseded by Federal law, the provision of services shall be governed by the laws of the state of New Hampshire.

23. Waiver of Jury Trial. You and Sugar River Bank waive all rights to trial by jury in any litigation or other proceeding arising out of or relating to this agreement or the service.

24. Third Party Beneficiary. You agree that our third party service providers may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of liability and that such Third Party RDA Providers are, for the purpose of this Agreement, third party beneficiaries to this Agreement with the power to enforce this Agreement.

25. Other Terms. You may not assign this Agreement. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

We encourage you to print and save a copy of this Agreement for you records.

