

ESSEX SAVINGS BANK MOBILE SERVICES ADDENDUM
to the
ESSEX WEB BANKING AGREEMENT

Please read these terms carefully. By accepting this addendum you acknowledge that you have read and understand this addendum, and you agree to be bound by its terms and conditions. If you do not accept these terms and do not indicate “I Accept” to this agreement then cancel this process (by exiting the application). If you do not agree with the terms and conditions, you may not use Essex Savings Bank Mobile Check Deposit Service.

This MOBILE SERVICES ADDENDUM (the “**Addendum**”) sets forth the additional terms and conditions for use of the Essex Web Banking Service and the Mobile Check Deposit Service (or “Mobile Deposit”) offered to you through ESSEX SAVINGS BANK (the “Bank”) “we”, “us” and “our”). This Addendum amends and modifies the terms and conditions of Essex Web Banking Agreement & Electronic Funds Transfer Disclosure (the “Agreement”) governing your use of the Web Banking Services. Except where modified by this Addendum, the Agreement remains in effect. Capitalized terms defined in the Agreement that are not defined in this Addendum have the same meaning here. This Addendum and the Agreement constitute the entire agreement between us and you relating to the Mobile Check Deposit, supersede any other agreements you may have with us relating to Mobile Banking and Mobile Deposit, and may only be amended as provided in the Agreement or this Addendum. If there is a conflict between the Agreement and this Addendum, the terms in this Addendum will govern your use of Mobile Deposit to the extent of the conflict. Unless otherwise specified herein, the provisions of this Addendum apply both to Consumer and Non-Consumer/Business Customers (as described in the Agreement) using the Mobile Banking and Mobile Deposit Services.

This Addendum describes the terms and conditions that apply to your use of the Mobile Check Deposit, except as otherwise provided.

By clicking the “I accept these terms” button when you register for the Mobile Banking Service and/or Mobile Deposit Service, or by using the Mobile Banking Service or the Mobile Deposit Service, you agree to the terms and conditions of this Addendum, as they may be amended from time to time.

MOBILE CHECK DEPOSIT SERVICE

1. Mobile Check Deposit Service. The Mobile Check Deposit Service (or “Mobile Deposit”) is designed to allow you to make deposits of paper checks (“**Original Checks**”) to your Consumer Deposit Accounts (or Business Deposit Accounts as applicable and where approved by the Bank) with us (hereinafter “**Mobile Deposit Accounts**”) from home or other remote locations by using your eligible camera enabled Mobile Device to capture images of the Original Checks and then transmit the digital images and associated deposit information (“**Images**”) to us or our Processor with your Mobile Device. Your Mobile Device must be supported by and compatible with the Mobile Check Deposit Service, such as a smartphone or tablet, with a camera and a supported operating system, as well as a data plan, for the Mobile Device.

2. Eligibility & Enrollment. In order to use Mobile Deposit, you must: (a) have one or more eligible Accounts with us, (b) have an eligible Mobile Device, and (c) enroll in the Essex Web Banking Service and the Essex Mobile Banking Service. Only certain camera-enabled Mobile Devices may be used with the Mobile Deposit Service (*Mobile Deposit will not work on Blackberry® devices*), as specified by us from time to time. *It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including your telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this*

information changes or if service to your Mobile Devices is terminated. You are automatically enrolled in the Mobile Check Deposit Service when you enroll in the Mobile Banking Service; however, the Mobile Banking Service is prohibited from being offered to money service businesses or owners or lessors of privately owned automated teller machines. We reserve the right to refuse or cancel your registration for the Mobile Check Deposit Service if we cannot verify information about you and/or your Mobile Device and accordingly you agree to all of the terms and conditions set forth in this Addendum with respect to the Mobile Check Deposit Service.

3. Acceptance of Terms. By using or continuing to use the Mobile Check Deposit Service, you agree to the terms of this Addendum, and (as of the effective date) any changes to such terms and conditions that apply to the use of the Mobile Check Deposit Service by you. If you do not agree with these terms (as may be amended from time to time), you may not use the Mobile Check Deposit Service. Your agreement will be deemed effective for as long as you use the Mobile Check Deposit Service. Your account must be in good standing with no other restrictions on the account.

4. Charges for the Mobile Check Deposit Service. You agree to pay for any charges we may assess for the Mobile Check Deposit Service in accordance with our current Schedule of Consumer Account Charges (or Schedule of Business Account Charges if the account is a business account), as may be amended from time to time, or you may elect to terminate use of the Mobile Check Deposit Service. We will advise you of any fee changes prior to implementing them to the extent and as required by applicable law. You authorize us to automatically charge the Mobile Deposit Account into which the deposit was made for all such fees incurred in connection with Mobile Deposit. In the future, we may add to or enhance the features of the Mobile Deposit Service. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Consumer Account Charges (or Schedule of Business Account Charges if the account is a business account).

5. Deposit Limits. We may establish or change daily and/or monthly limits on the dollar amount and/or number of items or deposits from time to time in our sole discretion. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such deposits at other times. Currently, Mobile Check Deposit is limited per Mobile Deposit user as follows:

Per Day:	\$ 1,500.00
Per Month (consecutive 30 days):	\$ 5,000.00
Items per Month (consecutive 30 days):	15

Each limit described above applies to Consumer and Business Customers and is a per authorized user or assigned limit. For example, if you have two authorized users or signers (e.g. joint owners of a Consumer Customer's Mobile Deposit Account, or a Business Customer's Mobile Deposit Account with two authorized signers) and each of the two authorized users or signers downloads the Mobile App, each authorized user or signer may make deposits up to the limits described above. The standard limits described above may be adjusted on a per customer basis as agreed to by the Bank in its sole and exclusive discretion.

6. Eligible Items. You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulations CC ("**Reg CC**"). 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 Addendum 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 deposits that you make using the Mobile Check Deposit Services are not "**Electronic Fund Transfers**" as that term is defined in Consumer Financial Protection Bureau's Regulation E. You further agree that you will not use the Mobile Check Deposit Service to deposit any Checks or other items (considered ineligible or "**Prohibited Checks**") that:

- are payable to any person or entity other than yourself or otherwise to the owner of the account that the item is being deposited into (i.e. a third-party check);
- are insurance checks
- are prohibited by our then-current procedures pertaining to the Mobile Check Deposit Service or are in violation of any law, rule or regulation;
- you know or suspect, or should know or suspect, are altered on the front of the item, fraudulent or otherwise not authorized by the owner of the account on which the Checks are drawn;
- have been previously endorsed by a bank and are either “substitute checks” (as defined in Reg CC or other applicable federal law or regulation) or “image replacement documents” that purport to be substitute checks, without our prior written consent;
- are drawn on financial institutions that are located outside of the United States or Territories of the United States;
- are payable jointly, unless deposited into a deposit account in the name of all payees;
- are remotely created checks, as defined in Reg CC, or are remotely created payment orders;
- are not payable in United States currency;
- are dated more than six (6) months prior to the date of deposit or contain a date in the future;
- have endorsement on the back other than that specified in this Addendum;
- have previously been submitted through the Mobile Check Deposit Service or through a remote deposit service offered at any other financial institution; and
- are not acceptable to us for deposit into a deposit account as provided in the Account Agreement.

If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold us harmless from and against any and all losses, costs and expenses (including reasonable attorneys’ fees) that we 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 Mobile Deposit Account instead of an Original Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ 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.

7. Requirements. You understand that you must, and hereby agree, at your sole cost and expense, to use a Mobile Device that meets all technical requirements for the proper delivery of the Mobile Check Deposit Service and 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 Mobile Check Deposit 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 Mobile Check Deposit Service. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Mobile Check Deposit 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. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus, worm, Trojan horse or other similar harmful component that may enter your mobile device or related problems that may be associated with using electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. We hereby 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 in order to detect and remove viruses.

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.

Endorsements must be made on the back of the Check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature, “FOR DEPOSIT ONLY”, and “ACCOUNT # _____”, or as otherwise specified by us from time to time. Any loss we incur from a delay, processing error or any other action 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 can endorse it. If the Check is made payable to you and your joint owner, both of you must endorse the Check and it must be deposited into a Mobile Deposit Account owned by both of you.

8. Receipt of Deposit. All Images processed for deposit through Mobile Check Deposit will be treated as “deposits” under the Consumer Deposit Account Contract (or if applicable, the Business Deposit Account Contract). Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Mobile Deposit Account shall be provisional as further described in Section 10 below, 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 deposit through Mobile Check 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 Mobile Deposit Account. We will use commercially reasonable efforts to notify you of rejected Images by phone, U.S. mail or other means.

9. Retention of Original Checks. You must securely store the Original Check for fourteen (14) Calendar 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 Mobile 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 is asked to make a payment based on an Original Check that has already been paid.

10. Returned Deposits. Any credit to your Mobile Deposit Account for Checks deposited using Mobile Check Deposit is Provisional. As used herein, “**Provisional**” means that the credit for the deposit is made to your Mobile Deposit Account subject to final payment of the Checks and subject to the terms

of the Account Agreement. If Original Checks deposited through Mobile Check 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 set-off against 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.

In the event you are unable to capture, balance, process, produce or transmit a file to Essex Savings Bank, or otherwise comply with terms of this Agreement or your deposit account contract for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all Checks to the closest Essex Savings Bank location. The deposit of Original Checks at an office of Essex Savings Bank shall be governed by the terms and conditions of the deposit account contract governing your account(s) and not by the terms of this agreement.

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the services and to modify such limits from time to time. Unless otherwise specified by Essex Savings Bank, changes to such limits shall be effective immediately upon proper notice to you.

11. 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 alternation, 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.
- You have possession of the Original Check and no party will submit the Original Check for payment.

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.

12. Compliance with Law. You will use Mobile Check 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 us for processing of transactions. You further agree to comply with, and to 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 we are a member or to which rules we have 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 Addendum and the Rules, the Rules will control.

13. Mobile Check Deposit Unavailability. Mobile Check 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 Check Deposit is unavailable, you may deposit Original Checks at our branches or through our ATMs or by mailing the Original Check to: Essex Savings Bank, P.O. Box 950, Essex, CT 06426, Attn: Deposit Operations. 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 Mobile Check Deposit Service.

14. Funds Availability. The cut-off time applicable to deposits made through Mobile Check Deposit is Monday through Friday at 4:00 p.m. Eastern Time (ET). Deposits submitted using Mobile Check Deposit before 4:00 p.m. ET on Monday through Friday will be considered deposited on that day. Deposits submitted using Mobile Check Deposit after 4:00 p.m. ET and deposits received on a Saturday, Sunday or holiday at any time will be considered deposited on the next Business Day as defined in the Account Contract disclosures. Funds from deposits made using Mobile Check Deposit before the applicable cut-off time will generally be available the next Business Day after we receive the deposit. Funds from deposits made through Mobile Check Deposit that are made after the applicable cut-off time or at any time on a Saturday, Sunday or holiday will generally be available the next Business Day following our receipt of the deposit. We may make such funds available later based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors, as we, in its sole discretion, deem relevant.

15. Mobile Deposit Security. You should 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 Mobile Check Deposit Service, you accept the risk that an item deposited through the Mobile Check Deposit Service will be intercepted or misdirected during transmission. We bear 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 between 8:00am-4:30pm by telephone at 860-767-4414 or toll free 877-377-3922, 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 you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Addendum.

16. 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 a fraudulent, incorrect or illegible Image(s) 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.

17. Your Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys’ fees and expenses arising from your use of the Mobile Check Deposit Service and/or breach of this Addendum. You understand and agree that this paragraph shall survive the termination of this Addendum.

You also understand and agree that you are required to indemnify and hold harmless our Processor and/or service provider/technology partners, their affiliates, officers, employees and agents, 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 us or your use of the Mobile Check Deposit Service, our Processor and/or service provider/technology partner applications, unless such claim directly results from an action or omission made by our Processor and/or service provider/technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Addendum.

18. Cooperation with Investigation. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmission, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Check Deposit Service in your possession and your records relating to such items and transmissions.

19. Ownership and License. You agree that we and/or our Processor and/or service provider(s)/technology partner(s) retain all ownership and proprietary rights in the Mobile Check Deposit Service, associated content, technology and website(s). Your use of the Mobile Check Deposit Service is subject to and conditioned upon your complete compliance with this Addendum. Without limiting the effect of the foregoing, your breach of this Addendum immediately terminates your right to use the Mobile Check Deposit Service. Without limiting the restriction of the foregoing, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or the Mobile Check Deposit Service, copy or reproduce all or any part of the technology or the Mobile Check Deposit Service; or interfere, or attempt to interfere, with the technology or the Mobile Check Deposit Service. We and our Processor and/or service provider(s)/technology partners retain all rights, title and interests in and to the Mobile Check Deposit Service, software and developments made available to you.

20. Disclaimer of Warranties. You agree that your use of the Mobile Check Deposit 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 Mobile Check Deposit Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Mobile Check Deposit 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 Mobile Check Deposit Service or technology will be corrected.

21. Limitation of Liability. You agree that we will not be liable for any 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 Mobile Check Deposit 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 Addendum, any other agreement or rules to the contrary notwithstanding, we shall only be liable for direct damages solely and proximately caused by our gross negligence or willful misconduct, except as otherwise required by applicable law.

22. Amendments. We may amend these terms at any time, in our sole discretion, by giving notice to you if and as provided in this Addendum, the Agreement or the Account Contract. If so required, or

required by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Mobile Check Deposit Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing by us.

23. Suspension and termination. In addition to any other provision in this Addendum, the Agreement or the Account Contract on the subject, we may, in our sole discretion and without prior notice to you unless otherwise required by applicable law, elect to suspend or terminate your use of the Mobile Check Deposit Service (i) if you or we close the Account(s) established in connection with the Mobile Check Deposit Service, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to the Mobile Check Deposit Service, (iii) in the event of a material breach in the performance or observance of any term, or breach of any representation or warranty, by you, (iv) if we believe immediate action is required for the security of your or our funds, or (v) if we reasonably believe that the continued provision of the Mobile Check Deposit Service would violate federal, state or local laws or regulations, or would subject us to unacceptable risk of loss. Notwithstanding any termination, this Addendum shall remain in full force and effect with respect to all transactions initiated prior to such termination.

You grant the Bank a security interest in all accounts or other deposits (whether general or special) you have with the Bank, and in all funds in such accounts or other deposits to secure your obligations to the Bank under this Agreement Addendum. This security interest will survive termination of this Agreement Addendum. In addition to any other rights we may have under law or other agreements we have with you, we may hold any funds on deposit with us by you after termination of this Agreement for up to *14 calendar days* following the expiration of any return or chargeback rights regarding any Remote Item processed by Essex Savings Bank using the Services or, if later, until any other claims to such funds have expired.