



Online Banking Agreement

E Sign Act Disclosure and Online Banking Agreement, Electronic Funds Transfer (EFT) Disclosure and Mobile Deposit Services

E-Sign Act Disclosure

The Electronic Signatures in Global and National Commerce Act (E-Sign Act) requires your consent to receive the Online Banking Agreement, Electronic Funds Transfer (EFT) Disclosure and Mobile Deposit Services electronically before proceeding with establishing the Online Banking service.

By clicking the "I Agree" button at the bottom of this page, you consent to receive these disclosures electronically for this request. Your consent pertains to this transaction only and does not include any other disclosures the bank may need to provide you.

Please know that you have the right to receive a paper version of these disclosures and may contact us by email to request a paper copy. There is no charge for a paper copy. If you do not want to consent to electronically receiving Online Banking Agreement, Electronic Funds Transfer (EFT) Disclosure and Mobile Deposit Services, you should exit this form. Instead, visit one of our branch offices to open our new electronic service.

To access the required disclosures, you need a Pentium-class Windows or Macintosh-based PC with 256 MB of memory. The disclosure can be viewed using Adobe Acrobat Reader, which you can get for free by visiting www.adobe.com. Access to a printer or download information is necessary to obtain copies for your records.

Online Banking Agreement and Electronic Funds Transfer (EFT) Disclosure

We are pleased to provide you with an Online Banking service to meet your banking needs. This agreement contains the terms and conditions under which we will provide Online Banking Services to you. This agreement is in addition to your other agreements with us, such as your Product and Account disclosure, the fee schedules, and any credit agreements you have with us. If there is a conflict between the terms and conditions of this agreement and one contained in the other agreements between you and us, this agreement will control.

Federal and Massachusetts law requires that consumers who use a Bank's electronic funds transfer services receive the disclosures contained in this agreement before using the service. Use of Online Banking services as defined below are governed by the terms and conditions established from time to time by the Bank and outlined in this Disclosure. Please read it carefully and print a copy to keep it with your records.

In this agreement, the terms "financial institution", "bank", "we", "us" and "our" refer to National Iron Bank. The terms "you" or "your" refer to the person(s) or authorized signers on the account,

authorized user (whether express or implied), or any individual issued a User ID and Password. If you have any questions about these services, please call us and speak with the Deposit Operations Department or stop by any office. "If you have any technical questions about using Online Banking, you can reach us for assistance by calling 1-800-817-4970, Monday through Friday between the hours of 8:30 am to 5:00 pm, excluding Holidays."

Online Banking Equipment and Technical Requirements

To use Online Banking, you need a Pentium-class Windows or Macintosh-based PC with 256 MB of memory and an internet browser and Adobe Acrobat Reader, which you can get free by visiting www.adobe.com. You may also access the service by utilizing an internet browser on your mobile device. You are responsible for installing, maintaining, and monitoring your device. We are not responsible for any errors or failures caused by any malfunction of your device. We are not responsible for any virus or related problems associated with the use of your device. You are also responsible for any telephone charges incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet.

Acceptance of This Agreement

Online Banking is available over the Internet using your password, User ID, and a personal computer or mobile device to perform transactions noted in this disclosure. By clicking the "I Agree" button below, you agree to the terms and conditions of this agreement and disclosure and the electronic delivery of these disclosures. You are also agreeing that any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms of notices affecting your use of Online Banking. You agree that the use of your Online Banking system and your password is your signature authorization for any payments or transfers. Each time you enter your User ID and password, you authorize us to process your request.

Business days

For this agreement, our business days are Monday through Friday. Holidays are not included.

Accessible Accounts

You may access account and transaction information and conduct electronic banking transfers with a Checking account, a NOW Account, a Money Market Account, or a Statement Savings Account. Bill payment may be conducted with a Checking Account or NOW Account. You may designate a Certificate of Deposit as "View Only" Accounts. You may also access account and transaction information with loan accounts.

Online Banking Services

The Online Banking services gives you access to:

- Account Balance and transaction information.
- Transfer Funds between your accounts
- Interbank Transfers
- Bill Payment to a third party via check or electronic transaction
- Electronic Statement Delivery
- Balance Alerts

Account balance and Transaction Information

The account information you access via Online Banking will generally be current as of the Business Day you obtain the information unless another time is specified. Information is available for your bank account(s) for up to 180 days.

- A. You may access your account(s) by the Internet by using your password and user ID to get information about:
- the account balance of checking accounts
 - the account balance of savings accounts

Transfers between Accounts

You have the ability to set up a one-time or scheduled monthly or weekly transfer up to 365 days. Transfer of funds is permitted between your checking and statement savings accounts, and to make loan payments using your password, personal or office computer, mobile device, and the Online Banking system through the Internet;

- A. You may access your account(s) by computer via internet access and using your user ID and password to:
- transfer funds from checking to checking
 - transfer funds from checking to statement savings
 - transfer funds from statement savings to checking
 - transfer funds from statement savings to statement savings
 - you may transfer no more than \$10,000 or the available balance in your account, whichever is less.
 - make payments from checking to loan accounts with us

Transfers made after 8:00 pm on a weekend or holiday will be available immediately for your use on the following business day. However, sufficient funds must be available at the time of your request.

If you wish to cancel a recurring transfer, you must cancel the transfer before 12:00 midnight the night before the scheduled initiation date that the transfer occurs.

Statement Savings and Money Market Statement Type Account Limitations

Please note that for any Statement savings, including Money Market statement type account(s), you may make as many in-person withdrawals as you wish. Still, Federal law limits the number of telephone and/or third (3rd) party electronic fund transfers from your account to no more than six (6) per statement cycle. This limit includes those conducted by 24 Hour Telephone transfers, Online Banking, checks, POS transactions, overdraft protection transfers, ACH transactions, online bill payments, and online transfers.

Bill Payment

If you choose this option, you may make payments from a checking account(s) designated for bill payment. Your payments will be made electronically to the person or business you are paying (the "payee") or by sending a paper check.

The Bill Payment system will show the "Send On" date and "Deliver By" date of the payment on the screen. You should schedule payments in advance to ensure the delivery date is on or before the

payment due date. You cannot use the bill paying function for payments to certain entities as described in the Payment Guarantee section below. While most payees can be paid using the bill payment feature, we reserve the right to refuse to pay certain payees. You agree that payment transactions executed through an automated clearinghouse will be subject to the National Automated Clearinghouse Association (NACHA) rules.

"Send On" Date Vs. "Deliver By" Date: When scheduling a bill payment, note the difference between the "SEND ON" date and the "DELIVER BY" date. The "SEND ON" date is when we attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an email indicating this situation. If the second attempted deduction is unsuccessful, the transaction will be canceled, and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee; however, the "DELIVER BY" date will be one business day later. If you receive an email because the first attempted deduction was not successful, you should access Online Banking to determine the date of the second deduction attempt.

If you schedule a payment with the "SEND ON" date as the current date, you must have adequate funds in your account when the payment is scheduled. The funds will be deducted shortly after you log out of the session. If you schedule a payment with the "SEND ON" date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST.

The "DELIVER BY" date is when you can expect the payee to receive your payment. The "DELIVER BY" date for your payment should be no later than the due date the payee has indicated for the payment.

Bill Payment Transaction Limits: Online Banking Bill Pay has a per transaction limit up to \$25,000.00 or your available account balance, whichever is less.

Canceling Bill Payments: We may cancel a bill payment if we reasonably believe that the payment is fraudulent. If we cancel a payment, we will contact you to inform you of this action. You may cancel an outstanding bill payment at any time through Online Banking. Bill payments are considered outstanding until the "SEND ON" date.

A "Recurring" transaction may be canceled or changed until 12:00 midnight of the night before the "SEND ON" date of the transaction.

Payment Guarantee: If a properly scheduled payment is not received and posted on time by the payee, we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your account noted appropriately to ensure that the situation does not negatively impact your credit rating. (NOTE: Please refer to your Electronic Funds Transfer Disclosure for important information on the limitations of reimbursable fees and finance charges.)

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Send On" date no later than July 1st.
2. The payment amount did not exceed the \$10,000.00 transaction limit.

3. The payment was not made to an excluded payee:
 - Payments that failed due to insufficient funds or other reasons
 - Payments to payees located in the Armed Forces Postal Codes such as AE & AP
 - Payments to settle securities transactions
 - Payments to pay off special or delayed financing for purchases
 - Payments to credit counseling agencies who pay creditors on your behalf
4. The payment was not made to a prohibited payee. Payments to the following payees are not permitted through this service:
 - Payments to payees outside of the United States
 - Court-ordered payments such as alimony, child support, speeding tickets, etc.
 - Tax entities
 - Collection agencies
5. If a payment to a prohibited payee is inadvertently processed, the payment guarantee outlined above does not apply to that payment, and we reserve the right not to process a payment to that payee in the future.
6. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).

Mobile Banking

You have the option of accessing Online Banking through the National Iron Bank app. on your mobile device (available on both Apple and Android devices). When using a mobile device, you may:

- Review account balances, account details, and transaction history
- Schedule one-time bill payments
- Make one-time funds transfers between Accounts
- Receive, compose and send secure messages to/from the Bank
- Edit or Create Payees
- Schedule recurring bill payments
- Schedule recurring transfers
- View eStatements
- Update or Change password, email address, challenge questions, User Id
- Create Alerts

Receipt of account information through Mobile Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties outside of our control.

You are also responsible for any telephone charges incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet.

We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about Mobile

Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.

STOPPING PRE-AUTHORIZED PAYMENTS

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES (SUCH AS DEBIT CARD AND Online Banking) UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

If you told us in advance to make a regular payment to a third party out of your account, you could stop any of these payments. Here's how: call to speak with the Deposit Operations Department, Monday through Friday between the hours of 8:30 am. and 5:00 pm, excluding Holidays, or write to us in time for us to receive your request at least three (3) business days or more before the payment is scheduled to be made. If you call, we will also require you to put the request in writing and get it to us within (14) days after you call. We will charge you our standard Checking account stop payment fee in effect when you stop payment. Refer to our separate fee schedule for the amount we will charge you for each stop payment order you give. The initiation by you of certain electronic fund transfers from your account will except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we fail to do so, we will be liable for your losses or damages.

If these regular payments may vary in amount, the person you will pay will tell you, ten (10) days before each payment, when it will be made or how much it will be. Instead, you may choose to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside a specific limit. You may set these certain amounts or limits at any amount you desire.

Liability for Failure to Make Online Transfers or Payments

If we do not complete a transfer to or from your account or a payment on time or in the correct amount according to your instructions and in accordance with this Agreement and Disclosure, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable in the following situations:

- a. Any other specific exceptions stated in our agreement with you and listed below;
- b. If, through no fault of ours, you do not have enough money in your account to make the transfer or payment;
- c. If the transfer or payment will exceed the credit limit for your Reserve Credit Account;
- d. If the system was not working properly and you knew about the breakdown when you started the transfer or payment;
- e. If circumstances beyond our control (such as fire and flood) prevent the transfer or payment, despite reasonable precautions that we have taken;
- f. If the funds are subject to legal process or other encumbrance restricting such transfer or payment;
- g. If the transfer was attempted against a passbook type of account;
- h. If we have a reasonable basis for believing that unauthorized use of your User ID and/or Password, or designated account have occurred or may be occurring or if you default under any agreement with us or if you or the Bank terminates this Agreement;

- i. The payee does not process a payment correctly or in a timely manner;
- j. If you negligently or intentionally share your user ID and password, or you do not report immediately any known theft of your user ID and/or password, leading to unauthorized access to accounts;
- k. If you leave your device unattended in the middle of a banking session and that results in unauthorized access to your account(s);
- l. If you do not sign-off after completing your banking session before visiting other Internet sites;
- m. If your input error is the cause of a problem;
- n. If there are postal delays that result in a payee not crediting your payment promptly;
- o. For direct, indirect, incidental, special, consequential, economic, or other damages arising out of the use of Online Banking, including the Bill Payment service;
- p. For loss, property damage, or bodily injury, whether caused by the equipment, software, Bank, Internet browser, or Internet access provider;
- q. There may be other exceptions stated in our other agreements with you.

If any of the circumstances listed immediately above occur, we will make a reasonable effort to take appropriate corrective action or to reprocess the transactions that may not have been completed, or to correct transactions that have incorrectly been processed.

Documentation and Verification of Transfers and Payments

1. Confirmation Numbers: Upon completion of a transfer or bill payment using Online Banking, you will be given a confirmation number. You should record this number, along with the payee, scheduled date, and transaction amount, in your checkbook register (or other permanent records) because this will help resolve any problems that may occur. No printed receipts are issued through Online Banking.
2. Periodic Account Statement: You will get a monthly account statement from us for your checking, NOW, Money Market, and statement savings accounts. Any transfers or bill payments conducted on the Internet through the Online Banking service will appear on your account statement.

Notification of Unauthorized Transactions or a Lost or Stolen Access Device

Tell us AT ONCE if you believe your User ID and/or your Password has become known by an unauthorized person, or someone has transferred money or made payments without your permission, immediately call to speak with the Deposit Operations Department, Monday through Friday between the hours of 8:30 am and 5:00 pm, excluding Holidays. Note: To minimize the risk of loss, we strongly suggest that you call us immediately and also confirm in writing.

Unless you have been grossly negligent or have engaged in fraud, you can lose no more than \$50.00 if you fail to give us notice of your lost or stolen User Id and password is used without your permission

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:

In case of errors or questions about your electronic transfers, including Direct Deposit, ATM transactions, Debit Card transactions, 24 Hour Telephone transactions, Online Banking transactions, and /or pre-authorized payments, call to speak with the Deposit Operations Department, Monday through Friday between the hours of 8:30 am and 5:00 pm, excluding Holidays, or write to us promptly if you think your statement or receipt is wrong or if you need more information about a

transfer listed in your statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to provide us with the following information:

Provide us with:

- your name and account number.
- a description of the error or the transfer you think is incorrect and clearly explain why you believe it is an error or why you need more information.
- the dollar amount of the suspected error.

If you notify us orally, we will require you to send us your complaint or question in writing within ten (10) business days following the date that you notified us. We will report to you the results of our investigation within ten (10) calendar days (5 business days for Debit card point of sale transactions) following the date you notified us. We will correct any errors promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question following the date you notified us. If we decide to use more time to investigate, within ten (10) calendar days (5 business days for Debit card point of sale transactions) following the date you notified us, we will provisionally credit your account for the amount you think is in error so that you will have the use of the money during the time it takes to complete our investigation. If we do not receive your complaint or question in writing within ten (10) business days, we may not re-credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation, and we must make these available to you for inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents which you request if your alleged error concerns a transfer to or from a third party (for example, a Social Security payment), our investigation may be limited to a review of our own records if we decide that there was no error, you may want to contact such third party to pursue the matter further.

Overdrawing Your Account

If an overdraft in your account does occur, you will pay the full amount of the overdraft and associated fees to the Bank immediately upon request and the current fee for overdrafts. This paragraph does not apply to Reserve Credit Accounts. See the following paragraph.

Reserve Credit Accounts Only

If you use the online banking system to withdraw or transfer money from your account, and the withdrawal or transfer creates an overdraft in your account, a loan will be made to you in accordance with your Reserve Credit Agreement to cover the amount of the overdraft, provided that there is enough left of your Reserve Credit Maximum credit limit under your Reserve Credit Note to cover the amount of the overdraft. Using your user Id and password to make a withdrawal or transfer when there is not enough money in your account to cover the withdrawal or transfer is a written order by you requesting the loan. Except to make these loans, you agree that you will not use your user Id and password to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Bank immediately upon request.

Fees

Please refer to a separate FEE Schedule for additional information about Online Banking and other fees.

If you have a Reserve Credit line of credit, you will be assessed a Finance Charge on any cash advance agreement made on your credit line as provided in your Reserve Credit Note you signed when you opened your Reserve Credit. These charges are subject to change by us. Your deposit account(s) may be subject to specific minimum balance requirements to avoid monthly maintenance charges. For details, see the Truth in Savings disclosures given to you when you opened your account.

Notices

Written notice by you should be sent to us. Notices sent by us shall be deemed delivered once mailed by us to your last known address in our records.

Inactivity

If you do not use Online Banking (either account access or bill paying) for an extended period, we reserve the right to terminate your access to Online Banking and request that you re-register online to reactivate your access.

Electronic Communications

Internet email communication is not considered to be a secure form of communication. For bank account inquiries, you agree to contact us electronically using only the secure messaging feature on the online banking system. You also agree that any communication from us to you regarding your online banking accounts, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms of notices affecting your use of online banking.

You may print a copy of such communications using the "print" function of your web browser software. All online banking disclosures can also be found under the Services tab. You may also request a paper copy at any time by contacting the Bank directly.

Third-Party Services

In addition, as an additional service, the Online Banking services may occasionally provide links to web pages provided by third parties. When you access those web pages provided by third parties, you are leaving the Bank's secure website. Some of those pages may not be secure. Each of those websites will operate under its own privacy policy. You are solely responsible for reviewing the privacy policy on each website and providing only that information you believe is appropriate to share with that website provider.

Our site may include promotional materials via links to web pages provided by third parties from whom you may purchase certain goods or services. You understand that we do not operate or control the products or services. The party providing each product or service is responsible for all aspects of order processing, fulfillment, billing, and customer service. We are not a party to the transactions entered into between you and those third parties. You agree that your use of any such service is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, AND MERCHANTABILITY OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND OTHER SITES LINKED TO OUR SITE.

Disclosure of Information to Third Parties

To maintain your privacy, we will not disclose any information about you or your accounts to any person, or organization, or agency except:

- For certain routine disclosures necessary for the completion of a transfer
- For verification of the condition and existence of your account for a credit bureau or merchant
- To persons authorized by law in the course of their official duties
- To our employees, auditors, service providers, attorneys, or collection agents in the course of their duties
- Pursuant to a court order or lawful subpoena
- To a consumer reporting agency
- By your written authorization which shall automatically expire forty-five (45) days after our receipt of your authorization

If an unauthorized disclosure has been made, we must inform you of the details of the disclosure within a reasonable amount of time after we have discovered that an unauthorized disclosure has occurred.

Information Provided by You

You represent and warrant that all information you provide to us is accurate, complete, and current information for eligibility, application, registration, payment, and all other purposes. If, at any time, any information you have provided us becomes inaccurate, you will promptly provide us the additional information necessary to make the information you previously provided accurate and complete in all material respects. You are responsible for all statements made and acts that occur through the use of your User ID and Password and for all instructions entered through and under your User ID and Password.

Collections

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

Amendment & Termination

We have the right to modify or amend this Agreement as allowed by law. Any modifications or amendments by us shall be effective thirty (30) days after we send notice of the amendments to you. Either of us 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) with which you access Online Banking terminates this Agreement simultaneously. The Bank may also cancel your privilege to use the Online Banking service, even without telling you in advance.

Miscellaneous

Your right to use the Online Services is not transferable. Any User ID, Password, or right given to you to obtain information, documents, or services is not transferable.

You are responsible for compliance with applicable Federal, State, and local laws and regulations.

You agree not to process restricted transactions under the Unlawful Internet Gambling Enforcement (UIGEA). Internet Gambling transactions are prohibited and should not be processed through any accounts.

Governing Law

This Agreement will be governed by and interpreted in accordance with Federal Law and regulation, and to the extent, no such applicable Federal Law or regulation exists by the law of the State of Connecticut.

MOBILE DEPOSIT SERVICES AGREEMENT

This Agreement establishes the terms and conditions which govern your use of the Mobile Deposit Service (“**Mobile Deposit**”) made available through Mobile Banking. When you use Mobile Deposit, you agree to the terms and conditions we have set out in this Agreement and any instructional material we provide to you regarding Mobile Deposit. This Agreement supplements other agreements between us, including, without limitation, your checking, savings, and other deposit account rules and agreements (“**Account Opening Disclosures**”), as well as the Online Banking and Mobile Banking Agreements. Except as otherwise provided in this Agreement, if there is a conflict between the provisions of this Agreement and the Account Opening Disclosures, this Agreement will control as to any conflict relating to Mobile Deposit and access to your accounts via the Internet using a computer or mobile device. In the event of a conflict between the terms and conditions of the Agreement and the Online Banking and Mobile Banking Agreements, this Agreement will control as to any issue relating to Mobile Deposit.

As used in this Agreement, the words “you” and “your” refer to each owner or authorized representative of a deposit account using the Mobile Deposit Service; the words “we,” “us,” “our,” and any other variation thereof refer to The National Iron Bank, including our directors, officers, employees, contractors, service providers, agents or licensees, “Business Day” means every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed. By clicking the “Accept” button or by using or continuing to use the Mobile Deposit Service, you agree to this Agreement.

- A. **General Description of the Mobile Deposit Service.** Our Mobile Deposit Service allows you to make mobile deposits (“**Mobile Deposit**” and collectively “**Mobile Deposits**”) to your National Iron Bank deposit accounts (except Individual Retirement Accounts and Health Savings Accounts) (“**Deposit Account**” and collectively “**Deposit Accounts**”). Mobile deposits may be made to your Deposit Accounts by using a supported camera-enabled Mobile Device with our Mobile Banking Software to capture electronic images of paper checks and to transmit such images and other information required hereby to us or our designated processor (“**Processor**”). You acknowledge and agree that a Mobile Deposit made by you using the Mobile Deposit Service is not an “Electronic Funds Transfer” as that term is defined in Federal Reserve Board Regulation E. The terms “us,” “our,” and “Processor” may be used interchangeably when used in relation to any services performed by a Processor on our behalf including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The Mobile Device must capture an image of the front and back of each check (“**Check Images**”) to be deposited in accordance with the procedures outlined in this Agreement and any instructions provided to you within our Mobile Banking Software (“**Procedures**”). After capture of the Check Images and all other required data and information from the paper Check, you will transmit for Mobile Deposit the Check Images and all other required data and information from or pertaining to the Check to us or Processor using the Software installed on your Mobile Device. Subject to compliance with the terms, provisions and conditions of this Agreement, we will process Check Images of the Check into the collection process, in accordance with the provisions of our then current Deposit Account Agreement and Disclosure (“**Account Documentation**”) pertaining to the Deposit Account into which the Mobile Deposit is to be made. You acknowledge and agree that we may discontinue, and/or change the terms of the Mobile Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to you or any third party except as required by law.
- B. **Hardware and Software.** 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 Mobile Deposit and that fulfills your obligation to obtain, and maintain, secure

access to the Internet (“**Mobile Device**”). You understand and agree you may also incur, and shall pay, any and all expenses related to the use of Mobile Deposit, 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 Mobile Deposit. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, applications and services used in connection with Mobile Deposit and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended testing, 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 virus 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, software or applications, or failures of or interruptions in any telephone or Internet services. We hereby advise you, and you hereby agree to scan your Mobile Device and applications on a regular basis using a reliable virus detection product in order to detect and remove viruses.

- c. Checks Deposited and Security Interest.** When using the Mobile Deposit Service, you hereby agree that you will only scan and deposit a check as that term is defined in Federal Reserve Board Regulation CC. You agree that when an image of the check transmitted to us (each “**Check**” and, if more than one, “**Checks**”) is converted to an image replacement document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. When used in this Agreement the term “Check” also refers to the Image and is considered an “item” as used in Articles 3 and 4 of the Uniform Commercial Code.

You cannot deposit money orders, U.S. Savings Bonds, or charge card convenience checks using the Mobile Deposit Service. You agree that you will not use the Mobile Deposit Service to deposit any Checks that:

1. are payable to any person or entity other than the Deposit Account owner,
2. are prohibited by our then current procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation,
3. evidence alteration or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Checks are drawn,
4. have been previously endorsed by a bank (or other institution) 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,
5. are drawn on financial institutions that are located outside of the United States or territories of the United States.
6. are not payable in U.S. Dollars,
7. are not acceptable to us for deposit into a Deposit Account as provided in the Account Documentation
8. are payable jointly, unless deposited into an account in the name of all payees

9. are remotely created checks, as defined in Regulation CC,
10. are dated more than six (6) months prior to the date of deposit,
11. have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution,
12. have been dishonored or returned to you unpaid for any reason.

Checks described in clauses (1) through (12) are each a “**Prohibited Check**” and collectively, “**Prohibited Checks**”. 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 attorney fees) we may incur associated with any warranty, indemnity or other claim related thereto. You grant us a security interest in all Deposit Accounts or other deposits (whether general or special) of yours at The National Iron Bank, and in all funds in such Deposit Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement.

- D. Scanning of Checks and Transmission of Check Images.** You shall properly use all Software required by this Agreement or otherwise, required for or related to, the use of the Mobile Deposit Service. Before capturing a picture of the Check Images, you shall endorse the Check with your Signature and write “For Mobile Deposit Only” immediately below your Signature or as we may otherwise require. A check payable to two payees must be endorsed by both payees and deposited into an account in the name of both payees. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

Once you have endorsed the Check, you shall then capture the Check Images of the Check to be deposited via Mobile Deposit and transmit the Check Images and any other required data and information from or pertaining to such Check to us or the processor in accordance with the Procedures. We reserve the right to amend the Procedures, with or without prior notice to you. To ensure accuracy, you shall key the amount of each Check and any other information required using the Software prior to transmitting the Mobile Deposit in accordance with the Procedures.

- E. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of Mobile Deposits that you can transmit using the Mobile Deposit Service and to modify such limits from time to time (collectively defined as the “**Limits**”). If we modify the established deposit limits and/or restrictions, we will notify you at least 30 days prior to the effective date of the modification. Your continued use of Mobile Deposit after such notification shall constitute your agreement to the modification. The Mobile Deposit Service daily deposit limit of \$2,500. You may send multiple Mobile Deposits to us throughout the day, not to exceed the Limits. Requests for modification of individual Mobile Deposit user’s daily deposit and per-check limits are evaluated on case-by-case basis.
- F. Cut-Off Times and Availability of Funds.** Funds deposited using the Mobile Deposit Service will generally be made available the same day as your deposit, although there may be delays in availability of funds and we are not responsible for any loss, costs or fees that you may incur as a result of any such delay. A Mobile Deposit is considered received by us when a complete copy of the Mobile Deposit has been written on our electronic storage device in conformity with our technical and operational requirements. The Mobile Deposit

must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a Mobile Deposit has been delivered and received, our records shall be determinative. We reserve the right to change the number of Mobile Deposits that may be transmitted in a day. All such changes shall be effective immediately and may be implemented prior to your receipt of notice. You may contact us at 860-435-2581 during normal business hours to verify the current number of Mobile Deposits that may be transmitted in a day, and the applicable deposit limit. **Right to Review and Reject:** National Iron Bank reserves the right to review and reject any item that is deemed inappropriate. Our review cut-off time is **each business day at 4:00 pm.**

- G. Maintenance and Destruction of Original Check.** You shall mark original Checks deposited using the Mobile Deposit Service to indicate the Checks were deposited using Mobile Deposit and the date of deposit. All original Checks are to be securely stored for a period of fourteen (14) days after you transmitted the item ("**Retention Period**"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only you shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. You will promptly (but in all events within 5 Business Days) provide any retained Check (or, if the Check is no longer in existence, a replacement Check or a sufficient copy of the front and back of the Check) to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. If not provided in a timely manner, such amount will be reversed from your Deposit Account.

After the Retention Period expires, if you have verified that the funds have been credited to your Deposit Account, you agree to 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 hereby indemnify us for, and hold us harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you.

- H. Image and MICR Quality.** Check Images of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Check Images:

1. The amount of the Check;
2. The payee of the Check;
3. The signature of the drawer of the Check;
4. The date of the Check;
5. The Check number;
6. The information identifying the drawer and the paying bank (or other institution) that is preprinted on the Check, including the magnetic ink character recognition ("**MICR**") line; and
7. All other information placed on the Check prior to the time the Check Images of the Check are captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

You shall ensure the Check Images transmitted to us include the full-field MICR encoding on each Check. You shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image including without limitation the dollar amount and signature of the person who signed the Check (the “drawer”), and for ensuring that any and all information on a paper Check is accurately captured and legible in the resulting Check Image and otherwise complies with any Check Image quality standards and guidelines that may be established by American National Standards Institute, the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association. You acknowledge that current image technology may not capture all security features (e.g., watermarks) contained in the original paper checks, and agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

- I. **Receipt of Mobile Deposit.** You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any Mobile Deposit or Check Images or other information contained therein that are not received by us in accordance with the terms of this Agreement or for Mobile Deposits or Check Images or other information contained therein that are intercepted or altered by an unauthorized third party. You agree that we have no obligation to accept a Mobile Deposit and, therefore, may reject any Deposit or Check Images or other information contained therein submitted by you. We shall have no liability to you for the rejection of a Mobile Deposit or Check Images or other information contained therein or for the failure to notify you of such rejection. Upon receipt of a Mobile Deposit submitted by you, we may examine such Mobile Deposit and the Check Images and other information contained therein to ensure that you have complied with this Agreement and followed the Procedures. If we determine that you have not complied with this Agreement or followed the Procedures or if errors exist in the Check Images or other information contained in the Mobile Deposit, we, in our sole discretion, may either reject the Mobile Deposit or elect to correct the error and accept and process the corrected Mobile Deposit (“**Corrected Mobile Deposit**”). As a form of correction, we may credit your Deposit Account for the full amount of the Corrected Mobile Deposit and make any necessary adjustments to the Deposit Account to correct the error. We may, at our option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent Checks, and, in our sole discretion, we may reject any such Mobile Deposit, or the Check Images or other information contained therein. If after examination of a Mobile Deposit and the Check Images and other information contained therein, we determine that you have complied with this Agreement and processed and transmitted the Mobile Deposit in accordance herewith and with the Procedures, we shall accept the Mobile Deposit for deposit to your designated Deposit Account. 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.
- J. **Provisional Credit and Availability of Funds.** We are notifying you in advance that Mobile Deposits made using our Mobile Deposit Service do not fall under the standard provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply. In general, if Check Images of an Item you transmit through the Mobile Deposit Service is received and accepted before the Cut-Off Time on a Business Day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open. Funds deposited using the Mobile Deposit Service will generally be made available the same day of deposit. We normally apply the terms of our Funds Availability Disclosure to Check Images received via the Mobile Deposit Services as if we had received the original paper check. However, in addition to any exceptions specified in our Funds Availability Disclosure,

we may delay availability of funds from any Deposit you make through Mobile Deposit at any time at our sole discretion. You acknowledge that all credits given by us for a Check are provisional, subject to verification and final settlement.

- K. 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 be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization (“**ECCHO**”) and any other clearing house 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 Agreement and the Rules, the Rules will control.
- L. Unavailability; Contingency Plan.** 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. You acknowledge that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you may deposit original Checks with us at one of our branch locations until such time as the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as a result of your inability to use the Mobile Deposit Service. It is your sole responsibility to verify that Check Images transmitted using the Mobile Deposit Service have been received and accepted for Mobile Deposit.
- M. Warranties.** You represent, warrant and covenant the following to us:
1. You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Account Documentation.
 2. Each Check 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.
 3. The amount, payee(s), signature(s), and endorsement(s) on the Check Image and on the original Check are legible, genuine, and accurate.
 4. 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.
 5. There are no other duplicate Check Images of the original Check.
 6. The original Check was authorized by the drawer in the amount stated on the original Check and to the payee(s) state on the original Check.
 7. You are authorized to enforce and obtain payment of the original Check.
 8. You have possession of the original Check, and no party will submit the original Check for payment.
 9. With respect to each Check 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 Check 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.

10. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

11. All information provided by you to us is true, complete and accurate.

- N. Authentication Method.** You understand you are responsible for all Mobile Deposit transactions made or authorized with your username and password (“**Authentication Method**”). We have no responsibility for establishing the identity of any person who uses your Authentication Method. By accessing the Mobile Deposit System with your Authentication Method, you authorize us to complete the requested transaction(s) through Mobile Deposit. Any requests or instructions we receive from you through Mobile Deposit shall be considered “in writing” under all applicable law and shall have the same force and legal effect as writing signed by you.
- O. Returned Checks.** If Checks remotely deposited by you using the Mobile Deposit Service are dishonored or otherwise returned unpaid by the drawee bank (or other institution), or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Check Images, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with this Agreement, the original Check will not be returned, and we may charge your Deposit Account for any and all returned Checks, along with a returned check fees authorized by the Account Documentation. You understand and agree that any returned Checks may be in the form of an electronic or paper reproduction of the original Check or a substitute Check. Unless otherwise instructed by us, you agree not to deposit the original Check if the Check Images were previously transmitted to us using the Mobile Deposit Service and returned for any reason. We may debit any of your accounts with us to obtain payment for any Check 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.
- P. Confirmation: Deposit Account Reconciliation.** We will provide notice of receipt of Mobile Deposits to your Deposit Account on the periodic statement for such Deposit Account. You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. If you do not detect and notify us of such a discrepancy within 60 days of your receipt of any terminal printout, mailed report or periodic statement, whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against us.
- Q. Mobile Deposit Security.** You will complete each Mobile Deposit promptly. If you are unable to complete your Mobile Deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the Mobile Deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation 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 you, and you agree to cooperate with us to permit such auditing, to confirm that you have satisfied your obligations under this Agreement.
- R. Your Responsibility.** You are solely responsible for the quality, completeness, accuracy,

validity and integrity of the Check Images. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Check Images to us or if Mobile Deposit is used by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Check Images to us. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or the Mobile Deposits Service, copy or reproduce all or any part of the technology or the Mobile Deposit Service; or interfere, or attempt to interfere, with the technology or the Mobile Deposit Service. We and our technology partners retain all rights, title and interests in and to the Mobile Deposit Services, Software and related technology made available to you.

- S. Indemnification Obligations.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Mobile Deposit Services and/or breach of this Agreement. You understand and agree that you are required to indemnify our technology partners and hold them, their affiliates, officers, employees and agents from and against any third-party claims, suits, proceedings, actions or demands, including to claims of another financial institutions, 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 your use of the Mobile Deposit Services, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination this Agreement.
- T. DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE MOBILE 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 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 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 DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.
- U. 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 MOBILE BANKING 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 LAW.
- V. Termination.** We may modify, suspend or terminate your privilege of using Mobile Deposit and may withhold approval of any transactions, at any time, without prior notice to you. Mobile Deposit and this Agreement automatically terminate upon termination of your Online Banking Service Agreement and Mobile Banking Agreement. In the event we terminate Mobile Deposit or any function within Mobile Deposit, we will try to notify you in advance, but

we are not required to do so. Any one person who has access to the accounts accessible with Mobile Deposit may terminate Mobile Deposit or withdraw from the use of any particular function by sending an e-mail to online@ironbank.com or by calling customer service at 860-435-2581.

Member
FDIC



National Iron Bank Online Banking Agreement, Electronic Funds Transfer (EFT) Disclosure and Mobile Deposit Services revised 02/2022.

© National Iron Bank. All rights reserved.
[Privacy Policy](#)