

Dean Bank Mobile Deposit User Agreement

This Agreement contains the terms and conditions for the use of Dean Bank's Mobile Deposit service that Dean Bank (the "Bank," "us," or "we") may provide to you ("you" or "User"). Other agreements you have entered into with Dean Bank, including the Deposit Account and the Electronic Funds Transfer Agreements governing your account, and your Dean Bank Online Banking are incorporated by reference and made a part of this Agreement.

1. Services. Dean Bank's Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking, statement savings, or money market savings accounts remotely by capturing a digital image of a paper check with a mobile device and electronically delivering the image and associated deposit information to the Bank or the Bank's designated processor.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, the Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Limitations of Service. You understand and agree that the Services may, at times, be unavailable due to system maintenance, technical difficulties or for any other reason. We assume no responsibility for any service interruptions or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. Deposit Limits. The daily deposit limit for consumer accounts under the Services upon account opening is two thousand dollars (\$2,000) and there is a ten thousand dollar (\$10,000) limit on deposits every thirty (30) calendar days. The daily deposit limit for business accounts under the Services upon account opening is five thousand dollars (\$5,000) and there is a fifty thousand dollar (\$50,000) limit on deposits every thirty (30) calendar days. We reserve the right to review and change the imposed 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. Increased deposit dollar limits may be available upon request with management approval.

5. Eligible items. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Massachusetts. You agree that you will not use the Services to deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than the account holder(s);
- Checks or items containing obvious alteration, which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- Checks or items previously converted to a substitute check, as defined in Reg CC;
- Checks or items that are remotely created checks, as defined in Reg CC;

- Checks or items drawn on a financial institution located outside the United States;
- Checks or items not payable in United States currency;
- Checks or items dated more than 6 months prior to the date of deposit; and
- Checks or items prohibited by the Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your account with us.

6. Image Quality. The image of an item transmitted to the Bank using the Services must be legible, as determined by the Bank, in its sole discretion. The image quality of the items must comply with the requirements established from time to time by American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

7. Procedures and Endorsements. Endorsements must be made on the back of the check. You agree to restrictively endorse any item transmitted through the Services, on the back of your check as "For Mobile Deposit Only, Dean Bank account #XXXXXXX" or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time.

8. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation number within the application. Receipt of such confirmation does not mean that the transmission was error free or complete. In the event the Bank does not receive an item described herein or if the Bank rejects an item as described herein, the Bank will not be responsible for resulting damages, and you may be liable for any fees that may be assessed as a result. You understand that if an item you transmit to us for deposit is rejected, we will send an email to you at the email address we have on file for your account to alert you of the rejection within 2 business days of the date we receive the original transmission of your item. Further, you understand that we are not responsible if, for any reason, you do not receive our email.

9. Availability of Funds. For purposes of the Bank's Funds Availability Policy, checks successfully deposited and accepted through Mobile Deposit prior to 4:00 p.m. Eastern Time on any business day will be deemed to have been received by the Bank on that business day; checks successfully deposited and accepted after 4:00 p.m. Eastern Time on any business day or on any day that is not a business day are deemed to have been received by the Bank on the next business day. Funds deposited using Mobile Deposit will be made available to you by 9:00am Eastern Time on the next business day after the day we receive your deposit. Checks deposited through Mobile Deposit will not appear in your account history or balance until the next business day after the day of deposit.

10. Returned Deposits. Any credit to your account for checks deposited using Mobile Deposit is provisional. If an original check deposited through Mobile Deposit is dishonored, rejected or otherwise returned unpaid for any reason, including without limitation issues relating to the quality of the image that you have transmitted to us, you will receive an image, a paper reproduction or substitute of the original check and we will charge the deposit amount back to your account. You understand that you will be assessed the Return Check Fee as indicated by the Fee Schedule for each deposited check returned unpaid. As with any returned item, you will be responsible for reimbursing us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You are prohibited from attempting to deposit or otherwise negotiate an original check through Mobile Deposit if it has been charged back to you. You may be able to negotiate a returned item in person, and should speak to

a customer service representative at any of our branches if you require such assistance. Returned deposit activity may result in the cancellation of your Mobile Deposit privileges at the Bank's sole discretion.

11. Disposal of Deposited Items. Upon your receipt of a confirmation from the Bank that we have approved the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID", securely store the original item and to properly dispose of the item (shred/incinerate) after 60 days after deposit to ensure that it is not represented for payment. You further agree never to represent the item. Upon our request, you will deliver to us within 5 days, at your expense, the requested original check in your possession to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Bank's audit purposes. If not provided in a timely manner, such amount will be reversed from your account. You further agree to notify the Bank immediately at (508) 528-0088 if you learn of any loss or theft of original checks.

12. Fees. Currently, the Bank does not charge a fee to consumer accounts for use of the Services. Business accounts will be charged a fee as indicated by the Business Fee Schedule. Wireless connectivity and usage rates may apply. Contact your wireless service provider for more details.

13. Email Address. You agree to notify us immediately of any change to your email address, so that your records at the Bank can be updated accordingly. You authorize us to send you notification of rejection or modification of Mobile Deposit items to the email address we have on file for your account.

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

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

16. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be at the Bank's sole discretion subject to the Depository Agreement and Disclosures governing your account.

17. Mobile Deposit Security. When using Mobile Deposit, you understand that check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete the deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

18. Ownership & License. You agree that the Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without

limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Bank's business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

19. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES 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 SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

20. LIMITATION OF LIABILITY. YOU AGREE THAT THE BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

21. User warranties and indemnification. You warrant to the Bank that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to the Bank is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

22. Other Terms. You may not assign this agreement. This Agreement shall be governed by the laws of the State of Massachusetts and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.