REGENTS BANK
A division of Grandpoint Bank

Mobile Deposit Information Form

I. Customer Information

Name of Customer:	SSN or EIN:		Date:
Physical Address (no P.O. Boxes):	City:	State:	Zip:
Email Address:	Phone Number:		Monthly Fee: $ 0.00

II. Designated Account(s)

☐ New Enrollment
☐ Modify Current Settings (ID Number: _____)

Account Number	Account Name	Acct Type
Primary Account*:		
Other Accounts:		

Estimated number of checks to be deposited per month.

Estimated dollar amount of checks to be deposited per month.

Estimated largest amount of a single check to be deposited.

III. Capture Device Information

Mobile Device:	☐ Android	☐ iOS (iPhone)	☐ Windows OS

IV. Authorization - By signing this form, you are requesting to be enrolled in Mobile Deposit at Grandpoint Bank or requesting your current settings to be modified. You agree to abide by the terms and conditions set forth in the Mobile Deposit Agreement. Your use of Mobile Deposit in connection with your account(s) constitutes your acceptance and agreement to be bound by all of the terms and conditions of your Mobile Deposit Agreement, the terms of which are incorporated herein by reference. Mobile Deposit applications are subject to approval. One form per person. You agree and acknowledge that you will not be eligible to use the Service unless and until this form is accepted and countersigned by the Bank.

x		
Customer Signature	Date	Customer Name (Print)

Grandpoint Bank
355 South Grand Avenue, Suite 2400
Los Angeles, California 90071
Fax: (310) 542-2286
Email: help@epointsupport.com

* The first account identified will be the primary Designated Account, from which fees may be deducted.

MOBILE DEPOSIT AGREEMENT

This Mobile Deposit Agreement (this "Agreement") governs the use of Regents Bank, a division of Grandpoint Bank's mobile deposit service (the "Service" or "Services"). By submitting a Mobile Deposit Information Form for the Services or by using the Services, you agree to the terms, conditions, and disclosures in this Agreement, which will be incorporated into the Mobile Deposit Information Form. This Agreement supplements and amends the deposit account agreement between you and the Bank that governs your Accounts, which was provided to you when you opened your Accounts, and any other documents governing your Accounts, each as amended from time to time (collectively, the "Account Agreement").

For purposes of this Agreement, the words "Bank," "us," "our," "we," or "Grandpoint" and other similar terms refer to Grandpoint Bank, and its divisions and affiliates, including Bank of Tucson, a division of Grandpoint Bank, and Regents Bank, a division of Grandpoint Bank. "You," your," "user" and other similar terms refer to the person applying for or receiving the Services and anyone else authorized by that person to exercise control over his, her or its deposits through the Service. "Account" or "accounts" means one or more deposit account(s), if applicable, of yours, held at the Bank.

1. Definitions

In addition to the foregoing definitions, the following definitions apply for purposes of this Agreement:

1.1. "Authentication Method" means a process used by the Bank of confirming the identity of a person that is attempting to access a system or of confirming the authenticity of a message by utilizing:

Something the user knows (e.g., a password, PIN);

Something the user has (e.g., Automated Teller Machine ("ATM") card); or

Something that is a unique physical or other feature of the user (e.g., biometric characteristic, such as a fingerprint).

1.2. "Automated Clearing House" and "ACH" mean a facility that processes debit and credit transfers under rules established by a Federal Reserve Bank operating circular on Automated Clearing House items or under rules of an Automated Clearing House association.

1.3. "Business Day" means every day except Saturdays, Sundays and banking holidays.

1.4. "Capture Device" has the meaning given in the Requirements section of this Agreement.

1.5. "Check" means a draft that is payable on demand, drawn on or payable through or at an office of a U.S. Financial Institution, whether negotiable or not, and payable to you, and includes Original Checks and Substitute Checks. Such term does not include Non-cash Items or Items payable in a medium other than United States currency or drawn on a foreign financial institution. The term "Check" includes a traveler's check drawn on or payable through or at a bank, and a money order.

1.6. "Check Image" means an electronic image of an Original Check (including a Substitute Check) created by you in connection with the Service.

1.7. "Designated Account" means an Account designated by you on our Mobile Deposit Information Form into which the funds relating to your Check Images will be deposited. You may have more than one Designated Account.

1.8. "Item" means a Check or Check Image.

1.9. "Magnetic Ink Character Recognition Line" and "MICR Line" means the numbers, which may include the Routing Number, account number, Check number, Check amount, and other information, that are printed near the bottom of a Check in magnetic ink in accordance with American National Standard Specifications for Placement and Location of MICR Printing for an Original Check and American National Standard Specifications for an image replacement document (as such term is used in Regulation CC of the Board of Governors of the Federal Reserve System) for a Substitute Check (unless the Federal Reserve Board, by rule or order, determines that different standards apply).

1.10. "Non-cash Item" means an item that would otherwise be a Check, except that:

A passbook, certificate or other document is attached;

It is accompanied by special instructions, such as a request for special advice of payment or dishonor;

It consists of more than a single thickness of paper, except a Check that qualifies for handling by automated Check processing equipment; or

It has not been preprinted or post-encoded in magnetic ink with the Routing Number of the Payor Financial Institution.

1.11. "Original Check" means the first paper Check issued with respect to a particular payment transaction.

1.12. "Payor Financial Institution" means the U.S. Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

1.13. “Procedures” means procedures established by the Bank pertaining to the Services, as may be modified by the Bank from time to time.

1.14. "Qualifying Account" has the meaning given in the Requirements section of this Agreement.

1.15. “Regulatory Authority” means an applicable state or federal regulatory authority or self-regulatory organization, including, but not limited to, the Board of Governors of the Federal Reserve System, NACHA and the American National Standards Institute.

1.16. "Routing Number" means the number printed on the face of a Check in fractional form or in nine digit form, or the number in a bank's endorsement in fractional or nine digit form.

1.17. “Rule” or “Rules” means all applicable state and 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 any applicable Regulatory Authority or clearing house or clearing association.

1.18. "Service" has the meaning given in the first paragraph of this Agreement.

1.19. "Substitute Check" means a paper reproduction of an Original Check that:

Contains an image of the front and back of the Original Check;

Bears a MICR Line that contains all the information appearing on the MICR Line of the Original Check at the time that the Original Check was issued and any additional Information that was encoded on the Original Check's MICR Line before an image of the Original Check was captured;

Conforms in paper stock, dimension, and otherwise; and

Is suitable for automated processing in the same manner as the Original Check.

1.20. "U.S. Financial Institution" means:

Any entity, located in the United States, engaged in the business of banking;

A Federal Reserve Bank;

A Federal Home Loan Bank; and

To the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service ("USPS"), or a state or local government.

1.21. All other capitalized terms used in this Agreement and not defined herein are defined in your Account Agreement.

2. Your Account Agreement.

2.1. Our and Your Rights and Obligations: Your Account Agreement contains additional terms and conditions applying to your Designated Account(s) and the Services. Those terms and conditions include, without limitation, terms relating to the presentment, collection and return of Checks and other items. Your Account Agreement also includes provisions relating to your rights and your obligations and liabilities to us, and our rights and our obligations to you. Except as expressly amended by this Agreement, all terms and conditions of your Account Agreement apply to the Services and your Checks and Check Images processed through the Service. In the event of any inconsistency between this Agreement and your Account Agreement, this Agreement shall control. All other terms and conditions of your Account Agreement shall remain in full force and effect.

2.2. Checks and Check Images: All Checks and Check Images processed through the Service are "checks" and "items" for purposes of the Account Agreement and shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code.

2.3. Funds Availability.

2.3.1. Funds from deposited Check Images will be available according to our Funds Availability disclosure included with your Account Agreement.

2.3.2. For purposes of determining the availability of funds, Check Images deposited through the Service are considered received by us upon the Bank's successful receipt of the transmission of such images that are complete, usable, and adhere to any and all data specifications provided to you by the Bank, including in the Procedures. If the Check Images are not complete, are not usable, or do not adhere to such data specifications, the Bank may be unable to process such Items, in which case your deposit will be adjusted, as appropriate.

3. Using the Mobile Deposit Service.

3.1. Requirements.

To use the Service, you must:

Have at least one Account which is a checking account or money market account and which is for your personal, family, household, or small business purposes (a "Qualifying Account”);

Identify your Designated Account(s);

Maintain a valid e-mail address on file with us; and

Acquire and maintain a scanner-copier, a flatbed scanner, or mobile device meeting the minimum specifications we provide to you (the “Capture Device"), such as:

o Apple iPhone: iPhone 3, 3GS, and 4

o Android: All models with an 2+ Mp auto-focus camera

3.2 Approval for the Services: Once we have received your signed Mobile Deposit Information Form, we will review and verify your account information and determine whether or not to enroll you for the Services, which determination will be made by the Bank, in our sole discretion. If we agree to accept your enrollment, we will send you, either by e-mall or by USPS or other delivery service, confirmation of our acceptance of your enrollment, along with instructions on how to access your Designated Account(s).

3.3 Designated Account(s):

The Services may only be used to submit Check Images for deposit to a Designated Account. All Checks transmitted by you to us as Check Images under the terms of this Agreement shall be, subject to finally collected funds and the terms of your Account Agreement, credited to the Designated Account specified by you. If you have more than one Designated Account, you must identify the Designated Account to be credited with your Check Images when you transmit those Check Images to us by selecting the account before scanning.

Your Designated Account must be a Qualifying Account.

You may change any of your Designated Accounts to another Qualifying Account with us; you may add a Qualifying Account as an additional Designated Account; and/or you may delete Designated Accounts, by completing and delivering to us a new Mobile Deposit Information Form. Any change to Designated Accounts will be effective only after we have received a properly completed Mobile Deposit Information Form and had a

reasonable opportunity to review and process such change, and only after the Bank has determined that the change is acceptable, in the Bank's sole discretion.

4. Mobile Deposit Process.

4.1. General. You may scan Checks using the Capture Device that you have obtained in accordance with this Agreement and our specifications. You agree that the manner (e.g., Substitute Check, Image exchange, Automated Clearing House) in which we clear or present items for payment shall be determined by us, in our sole discretion. We reserve the right to select the clearing agents through which we clear Items. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which we are a party.

4.2. Daily and Item Limits: A daily deposit limit and Item limit will be assigned to your Designated Accounts based on your relationship with the Bank and you will be notified of the limits before activation of service. If you exceed these limits, we may, in our sole discretion, either:

Accept a deposited Check Image In excess of this limit, or

Refuse to accept a Check Image that would cause you to exceed your limit or that is submitted to us when you have already exceeded the applicable limit. If you exceed your transaction limits, we also may terminate the Service without notice, except as such notice is required by law.

If we do at any time accept a Check Image for deposit when the Check Image would cause you to exceed your limits or when you have already exceeded your limits, we will have no obligation to do so in the future. We may at any time in our discretion raise or lower your daily and individual limits without notice to you, except as is required by law.

4.3. Receipt of Check Images: You agree that your scanning and transmitting of Check Images does not constitute receipt by us. Items processed for deposit through the Service will be deemed to have been received by the Bank for deposit at the time the Items are actually received and accepted at the location where the Bank or its designated agent posts the credit to the Designated Account. A deposit of Items will be deemed to have been received and accepted by the Bank for deposit when all of the following have occurred: (i) the Bank has preliminarily verified that the image quality of the Check Images is acceptable to the Bank in its sole discretion; (ii) all Item information is complete; (iii) the deposit totals are balanced to the Item information provided for the deposit; and (iv) the Bank has successfully performed all further validation routines with respect to the deposit as deemed appropriate by the Bank in its sole discretion. Generally, Check Images scanned and transmitted via the Service before 5 p.m. Pacific Time on a Business Day will be received by us on that day. For purposes of determining when a Check Image has been received, our records shall be determinative. Generally, a Check Image which is not received and accepted by the Bank by 5 p.m. on a Business Day shall be deemed to have been received on the Business Day following the Business Day on which the Item is actually delivered to us. Acknowledgment of receipt does not constitute an acknowledgment by us that the transmission of a Check Image or Check Images does not contain errors. You agree that we may at any time, in our sole discretion, refuse to accept deposits of Check Images from you via the Service. In the event that the Service is interrupted or is otherwise unavailable, you may, at your option, deposit Checks or Substitute Checks using an alternative method such as in-person at one of our branches, by courier service, via night drop,

or USPS or other delivery service, or ATM. 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 the result of the inability of you to use the Service.

4.4. Your Obligations.

4.4.1. You agree that you will use the Service to deposit only Checks drawn on financial institutions with a valid United States Routing Number and denominated in U.S. dollars. You further agree that you will not remotely deposit any Check or other Items that: (a) are payable to any person or entity other than you, (b) are prohibited by the Procedures or are in violation of any Rule, (c) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a bank and are either Substitute Checks or image replacement documents that purport to be Substitute Checks, without our prior written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (f) is a remotely created check (as defined in Regulation CC), or (g) which are not acceptable to us for deposit into a deposit account as provided in the Account Agreement (any Check described in clauses (a) through (g) is referred to herein as a "Prohibited Check"). All other items must be deposited by alternative means such as in person, via courier, using a night drop facility, or by USPS or other delivery service, or ATM accompanied by a deposit slip issued by us. You agree to endorse checks In accordance with the provisions of the Account Agreement.

4.4.2. We will periodically report to you deposits made to the Designated Accounts by means of the Services in a manner consistent with our reporting of other transactions concerning the Designated Accounts. You shall be responsible for auditing and balancing all of your Designated Accounts.

4.4.3. After you scan your Check and send us the Check Image, and once we receive your Check Image, we will send you an e-mail to confirm our “Deposit Approved” receipt of your Check Image. As soon as you receive our "Deposit Approved" e-mail notification, you should mark the Check as having been deposited and store the Check in a secure location until destroyed. After the deposit has been posted, you may destroy the Check, but you bear all risk with respect to the deposit of the Check and its destruction. The Procedures require that Original Checks should be retained for a minimum of seven calendar days, and should be destroyed on or before a maximum of 30 calendar days. When destroying an Original Check, you should use a method designed to ensure that the Check is no longer readable, such as by shredding.

4.4.4. You agree to retain all information relating to Check Images, including without limitation computerized information, for no less than seven calendar days. In the event of lost, mistaken, incomplete or unusable Check Images, or in the event of claims of fraud, alteration, counterfeit or otherwise, you agree to cooperate fully with us in providing information, including access to such records.

4.4.5. You grant us a security interest in all of your Accounts and deposits (whether general or special) at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement.

4.4.6. Except as limited by law, you are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the Service.

4.4.7. Except as limited by law, you assume exclusive responsibility for the consequences of any instructions given to us by you or on your behalf; for your failure to access the Service properly in a manner prescribed by us;

and for your failure to supply accurate input information, including, without limitation, any information contained in or required by the Mobile Deposit Information Form.

4.4.8. You are solely responsible to observe and adhere to the Procedures at all times, including, but not limited to, safeguarding against unauthorized transmissions. You agree to take appropriate steps to maintain the confidentiality of any passwords, codes, security devices and related instructions in connection with this Agreement and the Procedures. If you believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, you agree to notify us immediately, by calling the Bank, followed by written confirmation to the Bank.

4.4.9. If a Check Image is sent to us using your applicable Authentication Method, we may deem it as having been sent by you and you shall be liable under this Agreement and your Account Agreement for that Check Image even if you did not authorize the sending of that Check Image. We undertake no obligation to monitor transactions through the Service to determine that they are made by you or on your behalf. If the Bank receives a Check Image which it reasonably believes to have been sent by you or on your behalf, you shall be liable under this Agreement and your Account Agreement for all liability arising from the Check Image and the deposit thereof, even if the Check Image was not sent by you or on your behalf, and regardless of whether or not the Check Image was sent by means of your applicable Authentication Method.

4.4.10. You will use the Service only for your own business or personal use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Service available or allow use of the Service by or for the benefit of any third party.

4.4.11 Each Check Image transmitted by you to us shall contain images of the front and the back of the Checks scanned and remotely deposited by you. Each Check Image shall be of such quality that the amount of the Check, the payee of the Check, the signature of the drawer of the Check, the date of the Check, the Check number, the information identifying the drawer and the Payor Financial Institution that is preprinted on the Check, including the MICR Line, and all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check, can be clearly read and understood by sight review of such Check Image. Each Check Image shall also meet all applicable standards for image quality established by an applicable Regulatory Authority.

4.4.12 You agree to comply with all applicable Procedures used or required by us for processing of transactions. You further agree to comply with, and be bound by, all applicable Rules.

4.4.13 We may from time to time request information from you in order to evaluate a continuation of the Service to be provided by us hereunder and/or an adjustment of any limits set by this Agreement. You agree to provide the requested financial information promptly upon our request, in the form required by us. You authorize us to investigate or reinvestigate at any time any information you provide in connection with this Agreement or the Service and to request reports from credit bureaus and reporting agencies for such purpose. If you refuse to provide the requested financial information, or if we believe, in our sole discretion, that your use of the Service creates an unacceptable level of risk, we may terminate the Service according to the provisions hereof.

5. Our Obligations.

5.1. You understand that Service availability is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating your instructions and requests to us and our response. We shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by you in the event of any failure or interruption of such service or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within our control.

5.2. We shall exercise due care in seeking both to preserve the confidentiality of information concerning your applicable Authentication Method, and to prevent the use of the Service by unauthorized persons (and in this connection it is understood and agreed that implementation by us of our normal procedures for maintaining the confidentiality of information relating to our customers, and where practicable the obtaining by us from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of our obligation so to exercise due care) but we shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Service.

6. Your Representations and Warranties.

6.1. You represent, warrant and covenant the following to us:

Checks Deposited. You shall only deposit Check Images that are authorized by this Agreement, the Procedures and the Account Agreement;

Image Quality. Each Check Image transmitted by you to us will contain an accurate representation of the front and the back of each Check and will comply with all applicable requirements of this Agreement;

Accuracy of Information. All data and other information submitted by you to us, including but not limited to data contained In the MICR Line of each Check, will be complete and accurate and comply with all applicable requirements of this Agreement;

No Duplicates. Unless specifically instructed by us, you will not: (i) create duplicate Check Images (other than a photocopy for your records); (ii) transmit a duplicate Check Image to us; or (iii) deposit or otherwise negotiate the original of any Check of which a Check Image was created. You further warrant that you will not ask any subsequent transferee, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, to pay the original Item from which a Check Image was created or a duplication (whether paper or electronic, including ACH entries) of the Item;

No Loss. No subsequent transferees of the Item(s), including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Check Image is presented for payment or returned instead of the Original Check;

Information. All information provided by you to us is and will be true, complete and accurate and properly reflect the business, financial condition and, if applicable, your principal partners, owners or officers;

Legality. The entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;

No Litigation. There is and will be no action, suit or proceeding pending or, to your knowledge, threatened which, if decided adversely, would impair your ability to carry on your business substantially as now conducted or which would adversely affect your financial condition or operations;

Transactions. All of your Checks and business transactions are and will be bona fide. All signatures on Checks are and will be authentic and authorized;

Rule Compliance. You will conduct your business and submit Items in compliance with this Agreement, the Procedures, and the Rules; and

Computer Virus. No Check Images contain or will contain any computer viruses or other harmful, intrusive or invasive codes.

6.2. Chargeback of Returned Checks. If a Check Image you deposit is dishonored or otherwise returned unpaid by the Payor Financial Institution, or is returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Check Image, you understand and agree that the Original Check will not be returned to you and we may charge back the value of the Check to your Account. Unless otherwise instructed by us, you agree not to deposit the Original Check if a Check Image or other debit, as previously described, is charged back to you.

7. Fees and Charges.

You agree to pay to us promptly all fees described in your Account Agreement. Such fees may be changed by us from time to time pursuant to the terms of your Account Agreement. We will charge to and debit from your Designated Account all fees when due. If you have more than one Designated Account, we will debit fees from your primary account as identified by you on our Mobile Deposit Information Form.

8. Termination.

8.1. Termination by the Bank: We reserve the right to terminate this Agreement or limit your use of the Service at any time and for any reason. We may terminate this Agreement at any time, with or without cause and without prior notice.

8.2. Termination by You: You may cancel this Service at any time by providing notice to the Bank by fax, e-mail, calling your account officer at the Bank (to be followed by notice in writing), or by writing us at the address, fax number, email address or phone number specified in the Mobile Deposit Information Form. Your cancellation will be effective once the Bank has provided you with written confirmation of your cancellation of the Service.

8.3. Effect of Termination: Termination by either you or the Bank will not affect any obligations arising prior to termination, such as the obligation to process any Check Images and electronic items (including returned electronic Items) that were In the process of being transmitted or collected prior to the termination date. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed by you or on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination and shall promptly pay us for any sums due us under this Agreement. Upon termination, you shall have no further right to use the Service. Termination will apply only to the Service and does not terminate your other relationships with us.

9. Limitation of Liability.

9.1. ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, WE SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND OUR LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (i) YOUR ACTUAL DAMAGES OR (ii) $250. IN NO EVENT SHALL WE OR ANY PROVIDER BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF, OR RELATING TO, YOUR USE OF THE SERVICE OR ANY SERVICE OR OUR FAILURE OR THE FAILURE OF ANY PROVIDER TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF WE OR SUCH PROVIDER(S) HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

9.2 YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK, AND THAT THE SERVICE IS PROVIDED BY US ON AN “AS IS” BASIS.

9.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON, AS TO THE SERVICE OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY, AND WE HEREBY DISCLAIM ANY AND ALL OF THE SAME. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY OF OUR EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE TO BE PERFORMED PURSUANT HERETO.

9.4 TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH OUR LIABILITY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM OUR FAILURE TO EXERCISE ORDINARY CARE; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE BANK’S OBLIGATION TO CORRECT ERRORS RESULT IN LIABILITY TO THE BANK THAT EXCEEDS THE VALUE DETERMINED IN ACCORDANCE WITH SECTION 9.1, ABOVE.

9.5 WE MAKE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH THE SERVICE, INCLUDING, BUT NOT LIMITED TO, YOUR CAPTURE DEVICE, SCANNER AND RELATED SOFTWARE, COMPUTER SYSTEMS, WIRELESS ACCESS DEVICE OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR VOICE OR DATA SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF OUR SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOUR USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.6 WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN, OR MALFUNCTIONS OF, YOUR EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO, YOUR CAPTURE DEVICE, SCANNER AND RELATED SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY

US TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO US, FROM US TO YOU, FROM YOU TO ANY PROCESSOR, FROM ANY PROCESSOR TO US, OR OTHERWISE. WE SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF OUR EQUIPMENT OR SOFTWARE. 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 OR RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH USING YOUR CAPTURE DEVICE, SCANNER, RELATED SOFTWARE, OR ELECTRONIC MAIL OR THE INTERNET.

10. Indemnification and Liability.

You hereby indemnify us and each of our parents, subsidiaries and affiliates and our respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an “Indemnified Party" and, collectively, the "Indemnified Parties”) for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of,, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to, or resulting from: (a) your (i) failure to report required changes; (ii) transmission of incorrect data to us; (iii) failure to maintain compliance with the Rules and/or Procedures; (iv) destruction of Original Checks in connection with a mobile deposit made pursuant to the terms of this Agreement; (v) deposit of an electronic representation of a Substitute Check into an Account instead of an Original Check; (vi) deposit of a Prohibited Check; or (vii) your breach of any other agreement between you and us, including your Account Agreement; and (b) our: (i) provision of the Service; or (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by us to be you or your authorized representative. Notwithstanding the foregoing, you are not obligated to indemnify us for any damages solely and proximately caused by our gross negligence or willful misconduct. The terms of this Section 10 shall survive the termination of this Agreement.

11. Complete Agreement.

The parties hereto agree that this Agreement and any modifications, amendments or supplements hereto, together with your Account Agreement and the Mobile Deposit Information Form, constitute the complete and exclusive expression of the understanding between the parties relating to the Services, and supersede all other proposals, whether oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this Agreement. The parties further agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the parties or by any prior performance between the parties pursuant to this Agreement or otherwise.

12. Your Security Obligations.

If we inform you that it is necessary for you to implement new or additional security procedures, alter your software or systems for sending Check Images, or obtain a different Capture Device, you shall do so with reasonable promptness. Your failure to do so may result In termination of your rights to use the Service.

13. Third Party Service(s).

You acknowledge that, in providing the Service hereunder, we may utilize and rely upon certain third party service providers ("TPSPs") to provide database storage, database access, switching and other data communications services to us. You further acknowledge and agree that your rights under this Agreement shall be solely and exclusively against us, and you shall have no right or recourse against any TPSP hereunder whatsoever, and hereby waive any and all such rights or recourse, directly or indirectly, against any TPSP.

14. Change in Terms.

We may at any time amend, modify, add or delete (collectively and individually a "change") the terms of this Agreement with or without notice, unless prohibited by applicable law. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or our electronic fund transfer system, you agree that we may notify you of the change in terms by electronic mail, USPS or other delivery service or by posting a notice on our website. Any notice given by electronic mail or USPS or other delivery service shall be given to your address per the Bank's records. Further, you agree that your continued use of the Service(s) constitutes your agreement to any and all changes made by the Bank. If you wish to decline to be bound by the change, you must terminate your Designated Account(s) or discontinue the Service to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

15. Governing law.

Except to the extent superseded by Federal law, the provision of Services shall be governed by the laws of the state of California. You agree that the courts of California shall have jurisdiction to hear any dispute arising in connection with the Service and you agree to submit to the jurisdiction of the courts of California. Any provision of this Agreement, which is unenforceable, shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of the Services would result in violation of any law, regulation or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith.

16. Notices.

Any notice required to be given hereunder shall be given to the address, fax number or email address specified in the Mobile Deposit Information Form.

x		
Customer Signature	Date	Customer Name (Print)

x		
Customer Signature	Date	Customer Name (Print)