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Mobile Remote Deposit Capture Disclosure (mRDC)

This mobile Remote Deposit Services User Agreement (this “Agreement”) contains the terms and conditions for the use of mph.bank (collectively “bank,” “us,” or “we”) mobile check deposit and/or other remote deposit capture services that we provide you (“you” or “user”). The terms and provisions of other agreements you have entered with the bank are incorporated within this document.

Services

The remote deposit capture services (the “Services”) are designed to allow you to make deposits to your mph.bank account using your mobile phone to capture the images for the deposit.

Acceptance of terms

Your use of the Services constitutes your acceptance of this Agreement, which can change at any time. We will notify you by e-mail, US mail, or on our website(s) by providing a link to the revised Agreement/changes or by an online secure message. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, we reserve the right, in our 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.

Limitations of Service

When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Services. We cannot assume responsibility for any technical 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 at any time without prior notice to you.

Hardware and Software

To use the Services, you must use, at your expense, compatible hardware and software. We are not responsible for any third party software you may need to use the Services. We may change requirements at any time without prior notice to you.

Eligible Items

You agree to scan and deposit checks from a U.S. financial institution, in U.S. dollars. You agree that you will **not** scan and deposit any of the following types of checks or other items which shall be considered ineligible items:



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subsequently determine was not an eligible item. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our review of an ineligible item.

- Notification emails will come from “Ensenta” when deposits are made.

Availability of Funds.

(See also the Funds Availability Policy for Mobile/Remote Deposits)

In general, if an image of an item you transmit through the Services is received and accepted before 4:30 PM Eastern Standard Time (EST) on a business day we are open, the item will be considered as being deposited that same day.

Factors that could keep it from being posted that same day:

- you are a new customer and have not had a relationship with the bank for 180 days.
- amount on the check is over \$750 (requires manual review)
- something on the check keeps it from being automatically approved and moves it to “review” status (amount entered does not match what the reader is picking up from the check, the system can’t read parts of the check, etc.).

Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be available second Business Day after the business day your deposit posts to your account. We reserve the right to further delay availability of items submitted through the Services. Please review the Funds Availability Policy for Mobile/Remote Deposits for explanations on hold days.

Disposal of Transmitted Items

Upon your receipt of a confirmation from Ensenta that we have received an item that you have transmitted, you agree to retain the item for at least thirty (30) calendar days from the date of the image transmission. After 30 days, you agree to destroy the item that you transmitted as an image, mark it “VOID,” or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained item is available, you agree to promptly provide it to us upon request.

Deposit Limits

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

If your relationship with the bank is:

- less than 180 days old, your daily dollar deposit limit is \$1,500 per Business Day
- 181+ days old, your daily dollar deposit limit is \$5,000 per Business Day
- Other daily dollar deposit limit amounts may be available upon request



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Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in the sole discretion of mph.bank and our service partners.

Errors

You agree to notify us of any suspected errors regarding items deposited through the Services immediately, and in no event later than thirty (30) days after the applicable eStatement is available for viewing. Unless you notify us within such 30 day period, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against us for any alleged errors regarding said statement or the items contained therein.

Errors in Transmission

By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. The bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Image Quality

The image of an item transmitted using the Services must be legible, as determined at the sole discretion of the bank. Without limiting the foregoing, the image quality of an item must comply with the requirements established from time to time by the bank, ANSI, The Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.

User Warranties and Indemnification

You warrant to us that:

- You will only transmit eligible items.
- You will not commingle business funds deposited to a personal account.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information provided to us is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to defend, indemnify and hold harmless mph.bank from any claim or loss for breach of this warranty provision.

Cooperation with Investigations

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



Termination

We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term or provision of this Agreement, if you use the Services for any unauthorized or illegal purposes, or you use the Services in a manner inconsistent with any other agreement with us.

Enforceability; No Assignment

We may waive enforcement of any provision of this Agreement at our sole and absolute discretion. Notwithstanding, no waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. If any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. You may not assign your rights under this Agreement, whether in whole or in part, to any person or third party.

Ownership and License

You agree that we retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject 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 that would be contrary to the bank's business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. 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.

Disclaimer of Warranties

YOU AGREE THAT 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 NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR NEEDS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.



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Limitation of Liability.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY 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 THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF LIBERTY SAVINGS BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.