

Mobile Check Deposit Agreement

This Agreement governs your use of the Republic Bank of Arizona ("Bank") Mobile Check Deposit service (the "Service"). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully.

Bank accounts are also governed by our Deposit Agreement and Disclosures, including the section entitled "Electronic Banking Services," and our Schedule of Fees (together, the "Deposit Agreement").

The terms and conditions of this Agreement, to the extent they conflict with those of the Deposit Agreement, as applicable, supersede the terms and conditions of the Deposit Agreement, only with respect to the deposits made through the Service. Deposits made through other channels continue to be governed by the Deposit Agreement.

Definitions

"You" and "your" means a person or small business entity (or its authorized representative, as applicable) that has enrolled in the Service.

"We," "us" and "our" mean the Bank, and their successors or assigns.

"Account" means your deposit account with us to which you are authorized to make a deposit using a Capture Device.

"Business Day" means Monday through Friday and specifically excludes any holiday on which the Bank is not open for business.

"Capture Device" means any device acceptable to us that provides for the capture of images from Items and for transmission through the clearing process.

"Check 21" means the Check Clearing for the 21st Century Act.

"Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.

"Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21.

"Item" is an original check, cashier's check, official check, or U.S. Treasury check, or, at our option, a government issued document promising a payment to you at a future date ("Registered Warrant"), within the United States and payable in U.S. currency that is payable to you. For purposes of collection, Items are deemed to be "items" under the Uniform Commercial Code and "checks" under The Expedited Funds Availability Act and Regulation CC with the exception of Registered Warrants which may not be governed by the Uniform Commercial Code and Regulation CC prior to the payment date.

1. Mobile Check Deposit Service.

Pursuant to the terms of this Agreement, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Capture Device, and transmitting that Image to us for deposit. Bank may use one or more third party providers in connection with providing the Service and collecting the check images. The Bank is not a manufacturer of hardware or software.

2. Hardware and Software Requirements.

You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to implement and maintain internal security controls to protect the Capture Device and customer information.

You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to cellular and internet service charges. You are responsible for maintaining the system's capacity and connectivity required for use of the Service.

3. Image Quality.

You are responsible for the image quality of any Image that you transmit. If an Image that we receive from you for deposit to your Account is not of sufficient quality to satisfy our image quality standards, as we may establish them from time to time, we may reject the Image without prior notice to you.

Each Image must include the front and back of the Item, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.

4. Processing Images.

You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other bank to which an Image is sent to process the Image or IRD.

5. 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.

6. Deposit of Other Items; Deposits when Service Not Available; Service Limitations.

You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason we are not able to recognize as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a financial center, ATM, or by mail, if available. You further agree to use such other channels when the Service is not available. You acknowledge that, in our sole discretion, we may limit or block the availability of the Service in certain countries or for certain types of Items.

7. Returned Items.

You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image of an IRD.

8. Handling of Transmitted Items.

You agree to endorse all Items that you deposit via the Service with your signature and to include the words "For deposit only at Republic Bank of Arizona, as applicable. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you.

You agree to retain the Item in a safe and secure environment for one week from the date of deposit acknowledgement ("Retention Period"). Upon request from Bank, you will promptly provide the Item to Bank during the Retention Period. At the end of the Retention Period, you agree to destroy the Item in a secure manner.

If we return an Item to you unpaid for any reason (for example, because payment was stopped or there were insufficient funds to pay it) you agree not to redeposit that Item via the Service.

9. Cooperation with Investigations.

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

10. Payment Processing.

a. Item Processing.

At our sole discretion, we may process the Images you send to us electronically through other banks, or we may create an IRD that will be processed through traditional check processing methods. If you send us Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your account.

The collection of check images and/or IRD will be subject to the rules of check clearinghouses, Federal Reserve Banks, or private clearing bank agreements governing the manner by which the check images or IRD are collected and/or returned. Customer agrees that an IRD or an Image described in this Agreement is, for all purposes under applicable federal and state check law, the same as the original check used to create the IRD or Image. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.

b. Transmission of Items.

The Images you send us are not considered received by us until you receive a message

from us acknowledging that we have received your deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free.

c. Funds Availability.

You agree that Images transmitted using the Service are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. If we receive and accept an Image you transmit through the Service before our cutoff time on a Business Day, we consider that day to be the day of your deposit. If we receive and accept an Image you transmit through the Service after the cutoff time on a Business Day, we will consider that deposit to be made on the next Business Day.

There is a 4:00 p.m. Arizona cutoff time (on Business Days we are open) for deposits made with mobile deposit. Deposits submitted on weekends, federal holidays and after 4:00 p.m. Arizona Time Monday-Friday are processed the following business day.

For deposits made through the Service at the Bank, our general policy is to allow you to withdraw funds deposited in your Account no later than the first Business Day after the Business Day we receive your deposit, however, longer delays may apply to, among other things, larger deposits and deposits to new Accounts.

A notice will be sent to you if a hold is placed on any deposited funds.

11. Use of Your Geolocation.

When you are submitting an Image for processing through this Service, we reserve the right to, at our discretion, use your Capture Device's capabilities to obtain your geolocation for fraud prevention purposes. We may choose to capture either your current location or the last location stored on your Capture Device. Before we obtain your location, we will present you with an on-screen notice alerting you that we will capture your location. If, when presented with this >location consent notice, you do not wish to have the Bank obtain your location information, then please do not continue with your use of the Service.

12. Representations and Warranties.

You make the following representations and warranties to the Bank, as applicable:

- a. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
- b. You will use the Service to transmit and deposit Images of Items only.
- c. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
- d. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
- e. Items have not been altered.
- f. Each Item bears all required and authorized endorsements; meaning checks are payable to and endorsed by you.
- g. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of North Carolina apply to your use of the Service.
- h. All Images accurately and legibly represent all of the information on the front and back of the Item.
- i. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn on your own Account, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv)

that is an IRD, (v) that is drawn on an institution located outside of the United States, or (vi) that is created by you purportedly on behalf of the maker, such as a remotely created check.

- j. No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check on which it has already paid.
- k. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.
- l. Items are valid negotiable instruments payable in U.S. dollars.

13. Indemnification and Limitations on Liability.

In addition to the indemnifications and limitations on liability contained in the Deposit Agreement, you hereby indemnify and hold us harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with the terms of this Agreement or by your breach of any representation or warranty contained herein.

THE BANK SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY THE BANK GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND THE BANK'S LIABILITY SHALL IN NO EVENT EXCEED YOUR ACTUAL DAMAGES.

THE BANK SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY THE BANK ON AN "AS IS" BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE BANK DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE BANK DOES NOT GUARANTEE THAT CUSTOMER'S ACCESS TO THE SERVICE OR THE MOBILE CHECK DEPOSIT APPLICATION WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. THE BANK DOES NOT HAVE ANY LIABILITY FOR LOSS OR CORRUPTION OF DATA, REPLACEMENT SERVICES OR TECHNOLOGY, OR ANY LOSSES DUE TO UNAVAILABILITY OF THE SERVICE OR THE MOBILE CHECK DEPOSIT APPLICATION DUE TO ERRORS OR MALFUNCTIONS OF IMAGING EQUIPMENT, HARDWARE OR SOFTWARE OR OTHERWISE.

The provisions of Section 13 shall survive termination of this Agreement.

14. Intellectual Property.

This Agreement does not transfer to you any ownership or proprietary rights in the Service, or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service. Neither you nor any user you authorize will (a) sell, lease, distribute, license or sublicense the Service; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reason; (c) provide, disclose, divulge or make available to or permit use of the Service by any third party; (d) copy or reproduce all or any part of the Service; or (e) interfere, or attempt to interfere, with the Service in any way.

15. Termination.

We may terminate or suspend the Service, or your use of the Service, at any time. You may terminate your use of the Service at any time by giving notice to us. Your notice will not be effective until we receive your notice of termination and we have had a reasonable time to act upon it. Notwithstanding termination, any Image transmitted through the Service shall be subject to this Agreement.

16. Entire Agreement; Waiver.

Except as otherwise provided herein, this Agreement sets forth the entire understanding and agreement and supersedes any and all oral or written agreements or understandings between the parties, as to the subject matter of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

17. Changes to Agreement.

We may add, delete or change the terms of this Agreement at any time. We will inform you of changes when legally required and will try to inform you of the nature of any material changes even when not legally required to do so. We may communicate changes by either mail, email or a notice on our website and will make the updated terms available on our website. You agree that by continuing to use the Service after the date that changes are posted to our website, such changes will be effective for transactions made after that date, whether or not you access the website or otherwise receive actual notice of the changes. If you do not agree with a change, you may discontinue using the Service.

18. Governing Law.

With the exception of 12(g) above, this Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to the governing law provisions in the Deposit Agreement that apply to the Accounts to which the deposit in question was made or attempted to be made

19. Severability.

If any provision herein is otherwise held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. You agree that the Bank can replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

20. No Third Party Beneficiary.

You are entering into this Agreement solely based on the agreements and representations contained herein for your own purposes and not for the benefit of any third party.

21. Force Majeure.

Except as otherwise provided in this Agreement, neither the Bank will be liable for delays or failure in performance caused by acts of God, war, strike, labor dispute, work stoppage, fire, quarantines, pandemics, telecommunications failure, hardware or software failure or any other cause that is beyond the control of the party whose performance is delayed or prevented.

22. Notice.

Except as provided otherwise in this Agreement, any written notices required to be sent to you under this Agreement will be sent to you in accordance with the Deposit Agreement for the account to which the deposit is being made.

23. Assignment.

You may not assign this Agreement without the prior written consent of the Bank. The Bank may assign its rights and delegate its duties under this Agreement to a parent, subsidiary or affiliated entity or to a successor by merger (or otherwise) without the prior consent from you. "Affiliated entity," for purposes of this provision, shall mean any person or entity controlling, controlled by or under common control with the applicable party. The rights and duties herein shall bind and inure to the benefit of any assignee.