BUSINESS MOBILE CHECK DEPOSIT SERVICE AGREEMENT 8-2026

This Washington Trust Company Mobile Check Deposit Service Agreement ("Agreement") contains the terms and conditions for use of the Mobile Check Deposit Service ("Service") that we provide to you. Before you can enroll in and have access to this Service, you must enroll in The Washington Trust Company's Digital Banking services and have agreed to the terms and conditions for said services. This Agreement governs your use of 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. All other agreements you have entered into with us in connection with your Washington Trust accounts, products and services remain in full force and effect. However, the terms and conditions of this Agreement supersede the terms and conditions of all other agreements you have entered into with us, only with respect to the deposits made through the Service. Deposits made through other channels continue to be governed by the Deposit Agreements that you have entered into with us.

The words "we," "us," "our", and "Washington Trust" mean The Washington Trust Company and its successors or assigns.

The words "you" or "your" mean each and all of those who use the mobile deposit service; including those you authorize to use this service on your behalf.

The word "account" means any one or more deposit account you have with The Washington Trust Company to which you are authorized to make a deposit using a Capture Device.

"Capture Device" means any device acceptable to us from time to time 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.

An "Item" is an original: check, or official check, 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.

Service. The Service is designed to allow you to make mobile deposits to your checking, savings or money market accounts by using a mobile device with our downloadable mobile application to capture images of paper checks and transmit the images and related deposit information to us. 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. You acknowledge and agree that a Mobile Deposit made by you using this Service is not an "Electronic Funds Transfer" as defined in Regulation E.

Acceptance of these Terms. Indicating your acceptance of the terms of this Agreement

within the Mobile Application or your use of this Service constitutes your acceptance of this Agreement. This Agreement may be amended from time to time and we will provide notice of such changes to you as may be required by applicable law. We will notify you of any material change via e-mail, by providing a link to the revised Agreement on our website or by an online or mobile secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after we have made the change. We may terminate your right to use the Service if you reject such change. Your acceptance of the revised Agreement or the continued use of the Service will constitute your consent to be bound by the revised Agreement.

Eligibility. After you login to Mobile Banking, you may access the Service. You understand that you must be a customer of The Washington Trust Company and be a customer in good standing to be eligible to be authorized to use the Service. If we conclude, in our sole discretion, that you present a risk that is unacceptable we reserve the right to terminate your access to the Service.

Eligible Items and Assurances to us. You agree to scan, and deposit only checks as the term check is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the Image of the check that is transmitted to us shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code (1990 Official Text).

Original checks are converted to "substitute checks" as such term is defined in the Check Clearing for the 21st Century Act Reg. CC, for deposit with the financial institution and for processing and presentment to a collecting or paying financial institution. For purposes of this Agreement, a "substitute check" deemed acceptable for deposit through this service is a check 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 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, signature(s), and any required identification written on the front of the original check and any endorsements applied to the back of the original check.
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140
- Is suitable for automated processing in the same manner as the original check.
- Meets the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
- Contains a valid endorsement made on the back of the draft or check within 1.5 inches from the top edge. (A valid endorsement is defined in the Endorsements and Processes section of this Agreement.) We reserve the right to accept endorsements outside of this space.

You agree that you will not use this Service to scan and deposit any of the following checks ("Prohibited Check"), which shall be considered prohibited notwithstanding that such checks may constitute "checks" under Reg. CC:

- Checks payable to any person or entity other than the owner(s) of the account into which the check is being deposited

- Checks containing an alteration to any of the fields on the front of the check, or 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 is drawn
- Checks payable to two or more persons jointly, not alternatively, unless deposited into an account jointly owned by all payees
- Checks previously converted to a substitute check, as defined in the Account Agreements, are "image replacement documents" that purport to be substitute checks
- Checks drawn on a financial institution located outside the United States
- Checks that are remotely created checks, as defined in the Account Agreement
- Checks not payable in United States currency
- Checks dated more than six (6) months prior to the date of deposit
- Checks prohibited by our current procedures related to this Service or which are otherwise not acceptable under the Account Agreement governing your Washington Trust account
- Checks payable on sight or payable through Drafts
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have previously been negotiated, submitted through this Service, or through a remote deposit capture service offered at any other financial institution
- Checks that are drawn or otherwise issued by the U. S. Treasury Department
- Money Orders or Postal Money Orders
- Travelers Checks
- ComData Checks

You agree that we may, in our sole discretion, amend the list of Prohibited Checks from time to time. You agree that you will not use the Service to deposit a Prohibited Check or anything not meeting the definition of an Item. If you use the Service to transmit anything that is a Prohibited Check or anything not an Item, or if for any reason we are unable to recognize an Item, we may reject it without prior notice to you. 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 attorneys' fees) we may incur associated with any warranty, indemnity or other claim related thereto. You agree to make deposits of Prohibited Checks or anything that is not an item through other channels that we offer, such as at a bank branch, ATM, or bank by mail. You further agree to use such other channels when the Service may not be 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 which, in our sole opinion, present undue risk.

You grant us a security interest in all of your accounts or other deposits at Washington Trust, and in all funds in such accounts or other deposits, to secure your obligations to us under this Agreement to the maximum extent permitted by applicable law. This security interest will survive termination of this Agreement.

Endorsements and Processes. Your endorsement must include stamped or written reference to the Business Entity name. You agree to restrictively endorse any check transmitted through

the Service with the wording "For Washington Trust Mobile Deposit Only". Acceptable substitutions for this endorsement may include "For The Washington Trust Company Mobile Deposit Only" or "For Washington Trust Company Mobile Deposit Only". Signatures and restrictive endorsements may be handwritten or stamped. Electronic or computer-generated endorsements may not be accepted. We reserve the right to accept endorsements outside of these restrictive endorsements. You shall scan the front and back of each check to be deposited and thereby capture the image of the front and back of each check and any other required data from each check and transmit the Images to be deposited and all other required data and information from or pertaining to such checks to us. Images of electronic screens such as cell phone, computer or tablet screen are not acceptable for deposit. We reserve the right to amend the Procedures, with or without prior notice to you. We are not, and will not be, obligated to detect errors by you or others, even if we take certain actions from time to time to do so. To ensure accuracy, you shall key the amount of each check prior to transmitting the Mobile Deposit. You may send multiple Mobile Deposits to us on the same day, not to exceed the deposit limits as defined within your profile.

Image Quality. You are responsible for the image quality of an Image that you transmit. The Images of checks transmitted to us using this Service must be legible, as determined in our sole discretion. Without limiting the foregoing, each Image of each check must be of such quality that the following information can be clearly read and understood by sight review of such Image:

- The amount of the check;
- The payee of the check;
- The signature of the person who wrote the check;
- The date of the check;
- The check number;
- The information identifying the drawer and the paying bank 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.

If an Image that we receive from you or 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.

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 handle the Image or IRD. At our sole discretion, we may process the Images you send to us electronically through other banks, or we may create IRDs 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. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.

Receipt of Mobile Deposit and Notification. You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by us. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission. You agree that we have no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion. Unless required by applicable law, we have no obligation to notify you of the rejection of a Mobile Deposit or the Images or other information contained therein and shall have no liability to you for failing to do so. A Mobile Deposit is considered received by us when a complete copy of the Mobile Deposit has been written on a Washington Trust electronic storage device in conformity with our technical and operational requirements. To meet the cut-off time referenced in the Availability of Funds section of this Agreement, the Mobile Deposit must be received by us prior to the cut-off time and 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. You may receive a confirmation text and/or email upon receipt of a Mobile Deposit. Your receipt of such confirmation does not mean the transmission was error free, complete or will be considered a Mobile Deposit and credited to your account. We may change the cutoff times without notice to you.

Upon receipt of a Mobile Deposit submitted by you, we may examine such Mobile Deposit and the 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 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. As a form of correction, we may credit your account for the full amount of the deposit and make any necessary adjustments to the account to correct the error. We may 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, the Images or other information contained therein. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Account shall be provisional until the final settlement of the deposited item, 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.

Deposit Limits. We may establish limits on the dollar amount and/or number of Check Images or Mobile Deposits. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit. If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit. We reserve the right to change the limits at any time and in our sole discretion. Any such change shall be effective immediately and may be implemented prior to your receipt of notice.

Funds Availability. Our policy is to make funds from your check deposits available to you

on the first business day after the business day of deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written. Even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit using this service before 5:00 P.M EST on a business day, we will consider that day to be the day of your deposit. If you make a deposit after 5:00 P.M EST on a day or at a time not considered a business day, we will consider that the deposit was made on the next business day. Longer delays may apply. For additional information on our Funds Availability Policy, please refer to your Account Agreement. The Service is subject to transaction limitations and we reserve the right to change our Funds Availability Policy, in our sole discretion, subject to applicable law.

Duties and Responsibilities. Our duties and responsibilities are limited to those described in this Agreement, the Account Agreement, the Online Banking Agreement, and any other agreements governing your accounts. We will use commercially reasonable care in performing our responsibilities under this Agreement. You agree to carefully review your account statement and each transaction as soon as possible. If there are any errors or discrepancies regarding checks deposited through the Service including, without limitation, unauthorized transactions, signatures or alterations, you agree to promptly notify us of such errors or discrepancies within the time set forth in the Account Terms and Conditions. Otherwise, we will consider the information contained in your account statement correct. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible 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 images to us. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the 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 follow-up 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 and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Handling of Transmitted Items. You agree to properly endorse, as defined in the Endorsement and Processes section of this Agreement, all Items that you deposit via the Service. You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. 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.

For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentment of the Item by any other means. 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.

Maintenance and Disposal of Transmitted Checks. You shall mark, stamp, or write on the original check "Electronically Presented" after scanning and depositing the check through this Service. You agree to securely store the original check for a period of 60 (sixty) calendar days from the date of the Image transmission. During this Retention Period, you shall take appropriate security measures to ensure that: only authorized persons shall have access to original checks, the information contained on such checks shall not be disclosed, such checks will not be duplicated or scanned more than one time and such checks will not be deposited or negotiated in any form. During the Retention Period, you agree to promptly (no later than 10 calendar days) provide the original check to us upon request. The risk of loss due to the unavailability of the original or copy of a check for any reason, during the Retention Period, shall be exclusively on you.

Upon expiration of this Retention Period, you shall securely destroy the original checks you transmitted. You are obligated to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction and disposal process. You hereby indemnify us for, and hold us harmless from and against, any and all claims, demands, actions, and causes of action, losses and damages, of whatever nature, relating to the retention and destruction of original checks by you.

Return of Checks and Chargebacks. Any credit to your account of any deposit using the Service is provisional until final payment of the item deposited. If a check deposited through the Service is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an Image of the original check, a paper reproduction of the original check or a substitute check. 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 will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You agree not to deposit or otherwise negotiate an original check after our chargeback. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We further reserve the right to chargeback to your account at any time, any Check we subsequently determined was a Prohibited Check. We may debit any of your accounts to obtain payment for any item 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. You further agree we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of any item deposited through the Service.

We shall not be responsible for suspension of performance of all or any of our obligations,

responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or is in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and us or us and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, impede or otherwise affect our complete or partial performance under this Agreement.

Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Online/Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Service Disclaimer. The control and flow of documents, files, data, or other information depends largely in part on the performance of technological services provided or controlled by third parties, including but not limited to, internet, telephone applications and various data services. Actions or inactions of such third parties can impair or disrupt your connections to this Service; or portions thereof. We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind that are attributable or in any way related to the infrastructure or your or our ability or inability to connect to this Service. YOU AGREE THAT WASHINGTON TRUST IS NOT RESPONSIBLE FOR A DELAY IN PROCESSING A DEPOSIT TO YOUR ACCOUNT CAUSED BY AN INTERRUPTION OR CONNECTION DISRUPTION RELATED TO THIS SERVICE.

Contingency Plan. You agree 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 with the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by us until such time that 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 the result of your inability to use the Service. The deposit of original checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

Confidential Information. You agree to hold confidential, and to use only in connection with the Service, all information furnished to you by us or by third parties from whom we have secured the right to use the Service, including, but not limited to, our product and service pricing structure, system design, programming techniques or other unique techniques. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Service is or might be subject

to regulation and examination by authorized representatives of federal and/or state banking authorities, and you agree to the release by us of your reports, information, assurances and other data and information as may be required under applicable laws and regulations. This clause shall survive the termination of the Agreement.

User Warranties. You warrant to us that:

- You will only deposit checks that are authorized by this Agreement, the Procedures and the Deposit Account Agreement governing your account.
- You will not create duplicate Images of the checks, transmit a duplicate Image to us, or deposit or otherwise negotiate the original of any check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original check from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the check(s).
- No subsequent transferees of the Image(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 Image was presented for payment or returned instead of the original check.
- Each Image you transmit to us contains an accurate representation of the front and the back of each check and complies with the requirements of this Agreement.
- All data and other information you provide to us, including, but not limited to, data contained in the MICR line of each check is complete, accurate and true and complies with the requirements of this Agreement.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor that may impair the collectability of the check.
- This Agreement is valid and enforceable against you in accordance with its terms, and 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.
- There is no action, suit, or proceeding pending or, to your knowledge, threatened, which if decided adversely, would affect your financial condition or operations.
- All checks and your transactions are, and will be, genuine. All signatures on checks are authentic and authorized.

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.

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

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

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.

Enforceability. No delay or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion will constitute a waiver of that power, right, remedy or obligation on any subsequent occasion. In any event, no such waiver or delay by us will be effective unless it is in writing and signed and approved by us.

If any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable in any respect by a court or other governmental agency having competent jurisdiction over us, that provision will continue to be enforceable to the extent permitted by that court or agency and the remainder of that provision will no longer be considered part of this Agreement. All other provisions of this Agreement, however, will remain in full force and effect.

Ownership and License. You agree we retain all ownership and proprietary rights to this Service, associated content, technology, and website(s), including, but not limited to, any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Any breach of this Agreement immediately terminates your right to use the Service. You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the Service; copy or reproduce all or any part of the Service; or interfere or attempt to interfere with the Service. We and our technology partners, inclusive of, but not limited to, Digital Insight and Ensenta Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Hardware and Software. In order to use this Service, you must obtain and maintain, at your sole cost and expense, a compatible mobile device and/or other hardware and software that meets all technical requirements, as specified by us for the proper delivery of the Service and that fulfills your obligation to obtain and maintain secure access to the Internet. We are not responsible for any third-party software you may need to use this Service. Any such software is accepted by you "as is" and is subject to the terms and conditions of the software agreement you entered into directly with the third-party software provider at time of download and installation. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Service, including, but not limited to, telephone, mobile data, or Internet service charges. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and

the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. 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. 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 malware or related problems that may be associated with your 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 hardware or software, or failures of or interruptions in any electrical, telephone, mobile data, or Internet services. We hereby advise you, and you hereby agree to scan your mobile device, hardware and software on a regular basis using a reliable virus detection product to detect and remove viruses or harmful malware.

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.

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 services. We may choose to capture either your current location or the last location stored on your Capture Device.

Fees. You are responsible for paying the fees for use of the Service as we may change them from time to time. We may change the fees for use of the Service at any time pursuant to the section titled "Amendment" below. You authorize us to deduct any such fees from any account in your name.

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 clearinghouse or other organization in which we are a member or to which rules we have agreed to be bound. These procedures, rules, and regulations and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Procedures, Rules, Regulations and laws, the latter will control. This Agreement is governed by federal law and, to the extent not preempted by federal law,

with the laws of the State of Rhode Island.

Other Terms. You may not assign this Agreement, in whole or in part, or delegate any of your responsibilities under this Agreement to any third party or entity. We may, in our sole discretion and at any time, assign this Agreement, in whole or in part, or delegate any of our rights and responsibilities under this Agreement to any third party or entity. This Agreement constitutes the entire statement of the terms and conditions that apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to the Service.

Indemnification and Third Parties. You hereby indemnify us and each of our parents, subsidiaries and affiliates and their respective officers, directors, employees, 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:

Your failure to report required changes, transmission of incorrect data to us or failure to maintain compliance with the Rules;

Our provision of the Service, and/or our action or inaction in accordance with, or in reliance upon, any instructions or information received from any person we reasonably believe to be you;

Your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or;

Your breach or violation of any Rules; provided, however, you are not obligated to indemnify us for any damages solely and proximately caused by our gross negligence or willful misconduct.

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