

Retail Mobile Deposit Agreement

Your use of mobile deposit services requires your agreement to and compliance with the following terms and conditions.

Services. The mobile deposit services (“Services”) are designed to allow you to make deposits to certain Wilmington Savings (“WSB”) accounts from home or other remote locations by converting checks into an image by taking pictures of the check and delivering the images and associated deposit information to WSB or WSB’s designated processor via an application installed on your supported mobile device. This Mobile Deposit Service is made available to WSB customers at the sole discretion of WSB.

Acceptance of these Terms. Your use of the Services constitutes your acceptance of this addendum. The addendum is subject to change from time to time. We will notify you of any material change via one or more of the following methods: an alert when you sign in to the Service, an email, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, WSB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

Equipment/Data Service. To use the Service, you must obtain and maintain, at your expense, a supported mobile device with compatible hardware and software as specified by WSB from time to time, and a suitable data service. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data service will be compatible with the Services. WSB is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation.

Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our Website or by text message to notify you of these interruptions in Service. 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 and at any time without prior notice to you.

Eligible Items. You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You authorize WSB to process any image that you submit, or convert any image to an Image Replacement Document for subsequent presentment and collection; it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code. You agree that you will not use the Service to scan and deposit any checks or other items shown below:

- Checks or items payable to any person or entity other than you, or to you and another party;
- Checks payable to any person or entity other than the person that owns the account that the check is being deposited into;
- Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), 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 or item is drawn;

- Checks or items previously converted to a substitute check, as defined in Reg CC;
- Checks or items drawn on a financial institution located outside the United States;
- Checks or items that are remotely created checks, as defined in Reg CC, and Checks that have previously been submitted through the Service or through a remote deposit service at another financial institution;
- Checks or items not payable in United States currency;
- Checks or items dated more than 6 months prior to the date of deposit;
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds;
- Checks or items prohibited by our current procedures or relating to the Service or which are otherwise not acceptable under the terms of your Mobile Account;
- Checks with any endorsement on the back other than the restrictive endorsement noted under these terms and conditions;
- Money Orders;
- Travelers Checks;
- Insurance drafts; and
- Credit card cash advance checks

Deposits of this nature are grounds for the immediate termination of the Services and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance in your account.

Nothing addressed under these terms should be construed as requiring WSB to accept any check or item for deposit, even if WSB has accepted that type of check or item previously. Nor shall WSB be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this agreement.

Security of your Mobile Device and Account Information. You are responsible for: (i) maintaining the confidentiality and security of your mobile devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information"); and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or within the Service (collectively "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

Image Quality. You are responsible for the image quality of any check or item that you transmit. The image of the check or item transmitted must be legible. The image quality of the checks and items must

comply with standards established from time to time by any clearing house we use, agreement we have with respect to processing checks or items, or any higher standard set by us. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

Endorsement Requirements. Before transmission, you agree to **RESTRICTIVELY ENDORSE** any check or item transmitted through the Service as "**For mobile deposit at WSB only**", or as otherwise instructed by WSB. You agree to follow any and all other procedures and instructions for use of the Service we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

Receipt of Items. Upon receipt of the digital image, we reserve the right to review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image by a confirmation screen upon the conclusion of the transaction. You understand that, in the event you receive notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image we do not receive. Following receipt of the image, we will process the image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote mobile deposit into your account and, in the event we reject an item for mobile deposit, you understand and agree that you must present us with the original item for deposit. You understand and agree that even if we do not initially reject an item you deposit through the Services, we may ask you to provide the original item, because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using the Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

Availability of Funds. You agree that the items transmitted using the Services are not subject to the funds availability requirements of the Federal Reserve Regulation CC. You also agree that the items are not subject to the dispute resolution process or requirements established under the Electronic Funds Transfer Act or its implementing regulation, Regulation E. In general, if an image of an item you transmit through the Service is received and accepted before our cut off time for the Services on a day that we are open, we consider that business day to be the day of your deposit. Otherwise we will consider that the deposit was made the next business day we are open. **The cut-off time for Mobile Deposits is 5:00 pm EST.** We will make funds available for qualifying checks and items received through the Service according to our standard funds availability policy. Additional detail with respect to our Funds Availability Policy is located in the Deposit Account Agreement.

Retention and Disposal of Transmitted Items. Upon your notification that we have received an image that you transmitted, you agree to retain the check for at least 14 business days from the date of the image transmission. After 14 business days, you agree to destroy the check that you transmitted, mark it "VOID", or otherwise render it incapable of further transmission, deposit or presentment. During the time the check is available, you agree to promptly provide it to WSB upon request.

Deposit Limits. We reserve the right to impose limits on the amount(s) and number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit.

Warranties; Indemnity. You warrant to WSB that:

- You will only transmit eligible items;
- You will not transmit duplicate items;
- You will not deposit, redeposit, or represent the original check with WSB or any other party;
- You will comply with these terms and conditions and all application rules, laws, and regulations;
- You are not aware of any factor which may impair the collectability of the item;

You agree to indemnify and hold harmless WSB from any loss for breach of this warranty provision or the terms stated in this agreement.

Changes to the Service. We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time to time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

Termination. We may terminate this Agreement at any time 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 of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of any agreement you entered into with us.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN 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 EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

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