

ABACUS FEDERAL SAVINGS BANK
MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

Mobile Deposit (or Mobile Deposit service) is designed to allow you to make deposits of checks (“original checks”) to your designated eligible accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information (“images”) to us or our processor with your mobile device. Use of our Service requires that you have an internet enabled iPhone or Android phone with a camera, be enrolled in our Online Banking Service and have downloaded our latest version of Mobile Banking app. To be eligible for Mobile Deposit, you must be a customer of Abacus Federal Savings Bank (the “Bank” or “us”) with an active checking, savings, or money market account and have no more than two returned deposited items in the past two months. Deposit limits and other conditions may apply.

Your use of the Bank’s Mobile Deposit service is governed by the terms and conditions of our Online Banking Agreement, this Agreement, Account Agreement, and the Bank’s Deposit Account Disclosure, all of which are incorporated herein by reference (collectively, the “Agreements”) . Your enrollment in the Mobile Deposit service constitutes your agreement with the terms and conditions of the Agreements. Terms used herein but not defined shall have the meaning assigned to them in the Online Banking Agreement.

Equipment Requirements. To use Mobile Deposit, you must have a supported mobile device with a supported camera and a supported operating system, have a data plan for your mobile device and, download our software application to your mobile device. We do not guarantee that your mobile device and equipment, or mobile carrier, will be compatible with the Mobile Deposit service.

Eligible Items. Not all checks are eligible to be deposited using Mobile Deposit. The Bank reserves the right, in our sole discretion, to reject any deposit at any time for any reason. You agree that you will only use Mobile Deposit to deposit checks (as that term is defined in Federal Reserve Regulation CC (“Reg CC”) and only those checks that are permissible under this Agreement or such other items as the Bank, in its sole discretion, elects to include under Mobile Deposit service. You agree that the image of the check transmitted to the Bank shall be deemed an “item” within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree to deposit only original checks that are payable to and properly endorsed by the account holder(s) payable in U.S. dollars and drawn on a U.S. financial institution.

Ineligible Items. You agree that you will not use Mobile Deposit to deposit checks or items that:

- Are payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Are payable to you and another party who is not a joint owner on the account.
- Are drawn on a financial institution located outside the United States.
- Are not payable in United States currency.
- Are dated more than 6 months prior to the date of deposit.
- Are subject to a stop payment order or for which there are insufficient funds.
- Are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Contain evidence of alteration, or that 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.
- Are money orders, savings bonds, or traveler's cheques.
- Have been previously converted to a substitute check, as defined in Regulation CC.
- Are remotely created checks, as defined Regulation CC.
- Have been returned for any reason.
- Have previously been submitted through Mobile Deposit service or through an electronic deposit delivery service offered at any financial institution.

Image and Endorsement Requirements. Each image must provide all information on the front and back of the original check, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check and must include your signature and "via mobile deposit". Any loss the Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

You agree that the Bank will not be liable for any damages resulting from a check or item's poor image quality, (or rejection of deposit for any other reason), including those related to rejection of or the delayed or improper crediting of such check or item, or from any inaccurate information you supply regarding the check or item.

Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When the Bank receives an image, the Bank will confirm receipt via email to you. The Bank shall not be deemed to have received the image for deposit until the Bank has confirmed receipt to you. Confirmation of receipt does not mean that the image contains no errors nor does it mean confirmation that the image has been accepted by us and/or deposited into your account. The Bank is not responsible for any image that the Bank does not receive.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image. The check will be deposited to your account in accordance with the Bank’s normal business practice. The timing and manner in which any check is deposited, cleared, presented for payment and collected shall be in the Bank’s sole discretion, subject to the Agreements governing your account.

The Bank reserves the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. The Bank will notify you of rejected images.

Limits. The Bank 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, the Bank may reject your deposit. If the Bank permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and the Bank will not be obligated to allow such a deposit at other times. For Business Accounts, Mobile Deposits are limited in amount to \$1,500 per day, with a rolling 7-day limit of \$5,000 and a rolling 30-day limit of \$10,000. For Personal Accounts, Mobile Deposits are limited in amount to \$1,500 per day, with a rolling 7-day limit of \$5,000 and a rolling 30-day limit of \$7,500. Limits are established and changed from time to time depending on customer profile and various risk factors, and at our sole discretion the Bank may raise or lower these limits without prior notice to you.

Deposit Cut off Times. You may access the Mobile Deposit anytime 7 days a week, assuming Mobile Deposit is available. If the Bank receives a mobile deposit on or before 3pm Eastern Time on a Business Day, the Bank will consider that day to be the “Deposit Date”. If the Bank receives a scanned item after 3pm Eastern Time or on a weekend or a federal holiday, the next Business Day will be the Deposit Date. Our business days are Monday through Friday, except for federal banking holidays.

Funds Availability. Funds deposited using Mobile Deposit are generally available on the next business day after the Deposit Date, unless a hold is applied or otherwise delayed or rejected as specified herein.

Deposit Day / Cut-Off Time	Funds are generally available
Business Day, before 3 p.m. EST	The first \$200 is available on the first business day after the day of the deposit, the remaining fund (up to \$4,800) will be available on the second business day after the day of the deposit.
Business Day, on or after 3 p.m. EST	2 nd Business Day after day of Deposit
Non-Business	2 nd Business Day after day of Deposit

The Bank may delay availability of funds from any deposit you make through Mobile Deposit at any time at our sole discretion. This includes any concern the Bank may have regarding our ability to collect the funds based upon any check image that you present, including but not limited to:

- Large deposit amount
- Frequent overdrafts
- Deposited check returned unpaid
- Indications a deposited check may not be paid

Please refer to the “Longer Delays May Apply” section of the Bank’s Deposit Account Disclosure for additional details.

Business Days. Our business days are Monday through Friday, except for federal banking holidays.

Retention and Destruction of Transmitted Checks. After you receive confirmation that the Bank has received an image, you must securely store the original check for fourteen (14) calendar days after transmission to us (the “Retention Period”) and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within five 5 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account.

After the item has been posted to your account, you agree to prominently mark the item with “Mobile Deposit” and the date of deposit. You agree that you will never re-present the original check. You understand and that you are responsible and liable for any loss if anyone is asked to make a payment based on an original check that has already been paid.

Promptly after the Retention Period expires, you must irretrievably destroy the original check to ensure they are not deposited again. In order to ensure proper destruction, you should first mark the check “VOID” and then destroy it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original

check, the image will be the sole evidence of the original check. You should never leave deposited items lying around, or put deposited items in trash or recycle containers unless they have first been properly destroyed as described herein.

Returned Deposits. Any credit to your eligible account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are 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 the Bank 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 will indemnify and reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

The Bank 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.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- Each check or item that you submit to us for deposit will not be resubmitted in any format to us or to any other party for payment and will not cause the same drawer's account to be debited twice.
- Other than the digital image of the original check that you remotely deposit through Mobile Deposit, there are no other duplicate images of the original check.
- Each original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and will retain it for the Retention Period, and neither you or any other party will submit the original check for payment.
- **For Business Accounts ONLY:** Your account into which you deposit checks using the Mobile Service, and the funds from such checks, are only used for business purposes.

- Files and images transmitted to us by you will contain no harmful code, viruses or any other features that may have an adverse impact on our network, data or related systems.

With respect to each image, you make to us all representations and warranties that the Bank makes or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. This Agreement shall be governed by the laws of the State of New York.

Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to any reason, including system maintenance or technical difficulties, such as those of the Internet service provider, cellular service provider and Internet software. You understand and agree that the Bank is not liable to you in the event that Mobile Deposit is unavailable for any reason. In the event that Mobile Deposit is unavailable, you acknowledge and understand that you may deposit original checks at our branches or through our ATMs.

Mobile Deposit Security. 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 at 1-800-969-8423 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, the Bank 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. You acknowledge and agree that you are solely responsible, and not the Bank, for the security of your mobile device and your usage of such device for Mobile Deposit, and the Bank shall not be liable in any way to you regarding your mobile device or the usage of your mobile device.

Your Responsibility. 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.

Any User of the Mobile Deposit Service must be at least 18 years of age. The Bank may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by the Bank in the course of such audit.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. The Bank and its technology partners retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Mobile Deposit service and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT USE OF ANY REMOTE BANKING SERVICE, INCLUDING MOBILE DEPOSIT, 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. THE BANK DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE BANK MAKE SNO WARRANTY THAT ANY REMOTE BANKING SERVICE, INCLUDING MOBILE DEPOSIT, WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE BANK MAKES NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE, INCLUDING MOBILE DEPOSIT, OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT THE BANK 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 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 ANY REMOTE BANKING SERVICE, INCLUDING MOBILE DEPOSIT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

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 remote banking services, including Mobile Deposit. You agree to provide us any financial information the Bank reasonably requests during the term of this Agreement. You authorize us to review your history from time to time.

Fees. Mobile Deposit service is provided at no charge to you. The Bank may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Mobile Deposit service. If you continue to use the Mobile Deposit service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, and as may be amended from time to time. Further, you will be required to designate an account at the Bank from which fees for the Mobile Deposit service will be debited (your "Billing Account").

In Case of Errors or Questions. In case of questions or errors about Mobile Deposit, you should contact Online Banking Support at 1-800-969-8423, or write us at Abacus Federal Savings Bank, 6 – 8 Bowery, New York, NY 10013 ATTN: Deposit Operations.