

**MOBILE BANKING SERVICES ADDENDUM**  
**To**  
**DIGITAL BANKING SERVICES ACCESS AGREEMENT & ELECTRONIC FUNDS TRANSFER DISCLOSURE**

This MOBILE BANKING & MOBILE DEPOSIT SERVICES ADDENDUM (the “**Addendum**”) sets forth the additional terms and conditions for use of the Mobile Banking Service (or “Mobile Banking”) and the Mobile Deposit Service (or “Mobile Deposit”) offered to you through BANKNEWPORT (the “Bank”, “we”, “us” and “our”). This Addendum amends and modifies the terms and conditions of the Digital Banking Services Access Agreement & Electronic Funds Transfer Disclosure (the “Agreement”) governing your use of the Digital Banking Services. Except where modified by this Addendum, the Agreement remains in effect. Capitalized terms defined in the Agreement that are not defined in this Addendum have the same meaning here. This Addendum and the Agreement constitute the entire agreement between us and you relating to the Mobile Banking and Mobile Deposit Services, supersede any other agreements you may have with us relating to Mobile Banking and Mobile Deposit Services, and may only be amended as provided in the Agreement or this Addendum. If there is a conflict between the Agreement and this Addendum, the terms in this Addendum will govern your use of Mobile Banking and Mobile Deposit to the extent of the conflict. Unless otherwise specified herein, the provisions of this Addendum apply both to Consumer and Non-Consumer / Business Customers (as described in the Agreement) using the Mobile Banking and Mobile Deposit Services.

Section A of this Addendum describes the terms and conditions that apply to your use of the Mobile Banking Service, and Section B describes the terms and conditions that apply to your use of the Mobile Deposit Service, except as otherwise provided.

By clicking the “I accept these terms” button when you register for the Mobile Banking Service and/or Mobile Deposit Service, or by using the Mobile Banking Service or the Mobile Deposit Service, you agree to the terms and conditions of this Addendum, as they may be amended from time to time.

**SECTION A: MOBILE BANKING SERVICE**

**I. ENROLLING IN MOBILE BANKING**

1. **Eligibility.** The Mobile Banking Service is available for Consumer and Non-Consumer / Business Customers of the Bank.
2. **Enrollment.** In order to use the Mobile Banking Service, you must: (a) be enrolled in the Bank’s Digital Banking Services and (b) have a mobile phone, tablet or other equipment (a “Mobile Device”). Although the Mobile Banking Service is Mobile Device agnostic and will work with most Android® and Apple® Mobile Devices<sup>1</sup>, the enrollment process may require you to provide information about the Mobile Device that you will use for the Mobile Banking Service, as well as a telephone number associated with your Mobile Device, the telecommunications carrier that provides service to your Mobile Device, and your email address. Enrollment requires identification of your banking relationship with the Bank as well as verification of your Mobile Device. ***It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your***

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<sup>1</sup> The Mobile Banking Service will not work with Blackberry® devices.

***Mobile Device is terminated.*** We reserve the right to refuse or cancel your registration for the Mobile Banking Service if we cannot verify information about you and/or your Mobile Device.

3. Standard Data and Text Messaging Rates Apply. ***You understand that the standard data and text messaging rates charged by the telecommunications carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use the Mobile Banking Service.***
4. Representations, Warranties and Covenants. When you use the Mobile Banking Service to access Accounts you designate during the enrollment process (each Account so designated being a “Mobile Banking Account”), you agree to the following:
  - (a) Representations and Warranties. When enrolling in and using the Mobile Banking Service, you represent and warrant that:
    - i. You are the legal owner of the Mobile Banking Accounts and other financial information that may be accessed via the Mobile Banking Service; and
    - ii. All information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information.
  - (b) Covenants and Agreements. When enrolling in and using the Mobile Banking Service, you covenant and agree that:
    - i. You will not misrepresent your identity or your Account information;
    - ii. You will keep your Account information up-to-date and accurate;
    - iii. We and our service providers may send you, by Short Message Service (“SMS”) text message, email, and other methods, communications relating to the Mobile Banking Service, including without limitation welcome messages, information and requests for information relating to use of Mobile Banking Service, the Digital Banking Services and other ancillary services;
    - iv. You will use the Mobile Banking Service carefully, keep your User ID, Password and other credentials required to log-in to the Mobile Banking Service confidential and secure and not share that information with others;
    - v. You will check your statements and transactions regularly, report any errors to us promptly by calling us at 401.845.2265 or 877.709.2265 outside the Newport County area, between the hours of 7:00 am to 7:00 pm, Monday through Friday and between 8:00 am and 2:00 pm, Saturday, and cancel immediately your participation in the Mobile Banking Service if you observe any material errors in the Mobile Banking Service; and
    - vi. If you use any location-based feature for the Mobile Banking Service, you agree that your geographic location and other personal information may be accessed and disclosed through the Mobile Banking Service. If you wish to revoke access to such information, you may cease using location-based features of the Mobile Banking Service or the Mobile Deposit Service.

5. Proper Use of the Mobile Banking Service. The Mobile Banking Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use your Mobile Device and the Mobile Banking Service and associated software / application (the “Software”) before using it, and that you always use it in accordance with any online instructions that may be delivered to you. From time to time we may change, upgrade, or add new features to the Mobile Banking Service. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking Service and/or Software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service or your Mobile Device. You agree to exercise caution when utilizing the Mobile Banking Service and to use good judgment and discretion when obtaining or transmitting information.
  
6. Relationship of this Addendum to Other Agreements. You agree that when you use the Mobile Banking Service (and the Mobile Deposit Service), you remain subject to the terms and conditions of the Digital Banking Agreement, your applicable Deposit Agreement and Disclosure, the agreement(s) applicable to your loan account(s), and any and all other existing agreements with us and our affiliates. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, the telecommunications carrier for your Mobile Device, and you understand that your use of the Mobile Banking Service and the terms of this Addendum do not amend or supersede any of the agreements with these telecommunications carriers (such agreements being your “Mobile Device Agreements”). You understand that your Mobile Device Agreements may provide for fees, limitations and restrictions which might impact your use of the Mobile Banking Service (for example, they may impose data usage or text message charges for your use of or interaction with the Mobile Banking Service, including while downloading the Software, receiving or sending Mobile Banking Service text messages and alerts, or other use of your Mobile Device when using the Software or other products and services provided by Mobile Solutions). You agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of the Mobile Banking Service. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with the Mobile Banking Service, you will contact us directly.
  
7. **Terms and Conditions for Enabling Fingerprint/Face Authentication with BankNewport’s Mobile Banking**

**Fingerprint/Face authentication is available for Touch ID™ capable iOS™ devices and Android™ devices that have compatible fingerprint/face support running Android 6.0 or higher. This is an optional authentication method offered by BankNewport to sign into BankNewport’s Mobile Banking. This feature requires enrollment of compatible devices after successfully logging into your account with your existing username and password. After device enrollment, you will be able to use your fingerprints/face that were previously registered on the device to access your account.**

**BankNewport neither controls the functionality of Touch ID or Android’s fingerprint/face support, nor has access to your fingerprint/face information. Your account credentials are never stored on the device. You acknowledge that by enabling Fingerprint/Face authentication, anyone who has a fingerprint/face stored on your device will have access to your personal and payment account information. You should only enable Touch ID if you're the only person who has registered fingerprints/face on your device or understand that anyone that has a fingerprint/face registered**

on your device will have access to your account information. For your security, anytime a new fingerprint/face is added to your device, you will be required to re-enroll in this feature. Touch ID™ is a trademark of Apple, Inc. Android™ is a trademark of Google Inc. Fingerprint/Face Authentication is unsupported and may not work on devices that are Jailbroken, Rooted, have custom ROM's installed or are using applications not authorized by Apple or Google.

## II. MOBILE BANKING FEATURES

The Mobile Banking Service is available through a downloadable software application designed to run on smartphones, tablet computers and other mobile devices (the "Mobile App"), or through the mobile-optimized version of the authenticated portions of the designated Bank website through which the Mobile Banking Service may be accessed from any web-enabled Mobile Device (the "Mobile Web"). You may use either the Mobile Web or Mobile App features of the Mobile Banking Service to access, through your same log-in credentials as you use for your Digital Banking Services, certain but not necessarily all of the basic features of the Digital Banking Services using your Mobile Device. We may offer additional Mobile Banking Service functionality and features in the future, and any such additions will be governed by this Addendum and the Agreement (including any applicable terms and conditions for such service or feature). Some features may not be available for all Mobile Devices and/or Mobile Device carrier plans.

The following basic features are available with the Mobile Banking Service:

- View Account Balance and Transaction History: View balances and recent transactions for your Mobile Banking Accounts. Twelve (12) months of Account history will be available for viewing.
- Account2Account Transfers: Set up and initiate transfers of funds between your accounts at the Bank, and make payments to your loan accounts held at the Bank.
- Person2Person Transfers: Transfer funds from your Mobile Banking Account to another Bank customer's account that you have previously set up using the Digital Banking Service.
- Bank2Bank Transfers: Transfer funds to or from your Mobile Banking Accounts and accounts you hold at another institution that you have previously registered using the Digital Banking Service.
- Bill Payments: Pay bills to a third party via check or electronic transaction, including automated clearing house (ACH) credit-only payments via Pay-a-Person Electronically (as described below).
- View Check Images: View images of checks paid from your Mobile Banking Account(s) and checks deposited using Mobile Deposit. Checks deposited at a branch or through an ATM will not be available for viewing through the Mobile Banking Service.
- Make Loan Payments: Make payments on your loan / credit accounts with us from your Mobile Banking Account(s).
- Initiate Stop Payments: Stop payment on paper checks that you have written only.
- Manage My Money (a personal financial management tool).
- View/Send Secure Messages: Communicate with a Customer Service Representative using the secure message feature.
- Fast Balances: View balances for your Mobile Banking Accounts by accessing a slider in the Mobile App prior to entering your credentials, and, for security purposes, without any Mobile Banking Account numbers being visible.
- Pay-a-Person Electronically: Make a payment to an individual's account at another financial institution via an ACH credit-only payment using the Bill Pay feature.

## III. PERMITTED MOBILE BANKING TRANSFERS / TRANSACTIONS

You may use either the Mobile Web or Mobile App features of the Mobile Banking Service to perform the following transfers and transactions (each, a “Mobile Banking Transaction”). Unless otherwise provided below, these Mobile Banking Transactions will be governed by and operate in accordance with the terms and conditions of your Digital Banking Agreement:

1. Make Account2Account (Internal) Transfers Between Your Mobile Banking Accounts: You may use the Mobile Banking Service to make immediate, one-time transfers or future or recurring transfers of funds between your Mobile Banking Accounts, in accordance with the terms of your Digital Banking Agreement.
2. Make Person2Person (P2P) (Internal) Transfers: You may use the Mobile Banking Service to transfer funds from your Mobile Banking Accounts to another customer’s deposit account held at the Bank, in accordance with the terms of your Digital Banking Agreement.
3. Make Bank2Bank (External) Transfers: You may use the Mobile Banking Service to transfer to or from your Mobile Banking Accounts and an account(s) you hold at another financial institution, in accordance with the terms of your Digital Banking Agreement.
4. Initiate Mobile Bill Pay Transactions: If you are enrolled in our bill pay service, you may use the Mobile Banking Service to pay a bill from the Mobile Banking Account that you have designated for bill payment, all in accordance with the terms of your Digital Banking Agreement. Each bill payment transaction that you initiate through your Mobile Device will be considered a “Mobile Bill Pay Transaction.” You may also use the Mobile Banking Service to view and/or delete pending Mobile Bill Pay Transactions, and to set up new payees. You may initiate Mobile Bill Pay Transactions in accordance with the limits described below. For security reasons, we may limit the frequency and dollar amount of Mobile Bill Pay Transactions from your designated payment account. You may also establish recurring Mobile Bill Pay Transactions through the Mobile Banking Service.
5. Initiate Mobile Pay-a-Person Electronically Transactions: If you are enrolled in our bill pay service, you may use the Mobile Banking Service to make a payment to an individual’s account at another financial institution via an ACH credit-only payment from the Mobile Banking Account you have designated for bill payment, all in accordance with your Digital Banking Agreement. Each Pay-a-Person Electronically transaction that you initiate through your Mobile Device will be considered a “Mobile Pay-a-Person Electronically Transaction.” You may also use the Mobile Banking Service to view and/or delete pending Mobile Pay-a-Person Electronically Transactions, and to set up new payees for a Mobile Pay-a-Person Electronically Transaction. You may initiate Mobile Pay-a-Person Electronically Transactions in accordance with the limits described below. For security reasons, we may limit the frequency and dollar amount of Mobile Pay-a-Person Electronically Transactions from your designated payment account. You may also establish recurring Mobile Pay-a-Person Electronically Transactions through the Mobile Banking Service. Otherwise, all terms and conditions of the bill pay service apply to your Mobile Pay-a-Person Electronically Transactions

### **III. LIMITATIONS ON MOBILE BANKING TRANSACTIONS**

- 1) Regulatory Limits: You may make as many in-person withdrawals from your accounts with us as you wish. For any statement savings accounts, including money market statement type accounts, federal law limits the number of telephone and/or third (3rd) party electronic funds transfers from your account with us to no more than six (6) per statement cycle. This limit includes those conducted by telephone transfer, the Digital Banking Services or the Mobile Banking Service (e.g., transfers and bill payments), checks, POS transactions, overdraft

protection transfers, and ACH transactions.

- 2) Dollar and Frequency Limitations on Transfers and Bill Payments. Funds can be transferred using the Mobile Banking Service subject to certain limits, which we may change from time to time in our discretion. We also reserve the right to limit the frequency and dollar amount of transfers for security reasons.

<u>Transaction Type</u>	<u>Maximum Transaction Amount</u>	<u>Maximum Daily Limit</u>	<u>Maximum 30 Day Limit</u>
Account2Account Transfers	The available balance in your account	n/a	n/a
Person2Person Transfers	\$25,000.00 or the available balance in your account, whichever is less	n/a	n/a
Bank2Bank Transfers	n/a	\$4,000.00 incoming; \$4,000.00 outgoing	\$50,000.00 incoming; \$50,000.00 outgoing
Bill Payments	\$25,000.00 or the available balance in your designated account, whichever is less	n/a	n/a
Pay-a-Person Electronically	\$25,000.00 or the available balance in your designated account, whichever is less	n/a	n/a

- 3) Mobile Device Limitations. The Mobile Banking Service and some Mobile Banking Transactions may not be available on all types of Mobile Devices. You also understand and agree that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

Changes to Mobile Banking Service. We reserve the right to modify the scope of the Mobile Banking Service at any time. We reserve the right to refuse to make any Mobile Banking Transaction you request.

Availability. You can use your Mobile Device to access the Mobile Banking Service 24 hours a day, 7 days a week. However, your access to our Digital Banking Service and the Mobile Banking Service may be restricted during regular maintenance periods and any special maintenance periods. We may process requests for Mobile Transactions only on Business Days. The cut-off times for your Mobile Transactions are the same as those set forth in the Digital Banking Agreement. Any requests for a Mobile Transaction received after these cut-off times will be processed on the next Business Day.

#### **IV. MOBILE BANKING SOFTWARE LICENSE AGREEMENT**

1. License. Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the Software on your Mobile Device. In the event that you obtain a new

or different Mobile Device, you may be required to download and install the Software to that new or different Mobile Device.

2. License Restrictions / Revocation. This License shall be revoked immediately upon any of the following events:
  - a. Your termination of the Mobile Banking Service;
  - b. Your deletion of the Software from your Mobile Device;
  - c. Your noncompliance with this Addendum; or
  - d. Our notice to you at any time, with or without cause, terminating your License and right to use the Software.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Mobile Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of the Software, such as iMobile or COCC) reserve all rights not granted to you in this Addendum.

3. Scope of License / Limits on Your Use of Software. The Software shall be used solely in connection with the Mobile Banking Service and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not:
  - a. Modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software;
  - b. Copy or reproduce all or any part of the technology or Software,
  - c. Resell or make commercial use of the Software; or
  - d. Interfere, or attempt to interfere with the technology or Software.

The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software.

4. Confidentiality of Software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You agree that you will:
  - a. Not print, copy, or duplicate any portion of the Software;
  - b. Not alter any copyright notices on the Software;
  - c. Not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use;
  - d. Take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Section IV

of this Addendum;

- e. Only use the Software for your personal use and not for the benefit of any other person or entity; and
- f. Comply with all of our procedures and requirements for use of the Software.

The provisions of this Section IV(4) of this Addendum will survive termination of this Addendum and the Agreement.

5. General Conduct in Use of the Mobile Banking Service. You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in any way that would:
- a. Infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software;
  - b. Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Service to impersonate another person or entity;
  - c. Violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
  - d. Be false, misleading or inaccurate;
  - e. Create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers;
  - f. Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
  - g. Potentially be perceived as illegal, offensive or objectionable;
  - h. Interfere with or disrupt computer networks connected to the Mobile Banking Service;
  - i. Interfere with or disrupt the use of the Mobile Banking Service by any other user; or
  - j. Constitute and attempt to gain unauthorized entry or access to the computer systems of others.
6. Export Control. You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use the Mobile Banking Service in any embargoed or sanctioned country.

**V. CHARGES FOR THE SERVICE**

You agree to pay for the Mobile Banking Service in accordance with the fee schedule located at <http://banknewport.com/disclosures> (the "Schedule of Fees"), as amended from time to time. We will



advise you of any fee changes prior to implementing them, as required by applicable law. You authorize us to automatically charge your primary checking account for all such fees incurred in connection with the Mobile Banking Service. In the future, we may add to or enhance the features of the Mobile Banking Service. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees.

## **VI. TERMS AND CONDITIONS APPLICABLE TO NON-CONSUMER / BUSINESS CUSTOMERS**

The terms and conditions in this Section VI of the Addendum are only applicable to Business Customers using the Mobile Banking Service to initiate Mobile Banking Transactions to or from Business Deposit Accounts and Business Credit Accounts. As used in this Section VI, the terms "you" and "your" refer to Business Customers only.

1. Representations and Warranties. You represent to us that:
  - a. The Mobile Banking Service will be used to effect Mobile Banking Transactions exclusively for business purposes and not for personal, household or family use;
  - b. You are duly organized, validly existing, in good standing and authorized to enter into this Addendum; and
  - c. You have taken all necessary corporate actions or other internal approvals necessary to duly appoint all Authorized Representatives who are given access to the Mobile Banking Service.
2. Limit on Liability. The Bank's liability to you for any loss, damage and expense related to the Mobile Banking Service shall not exceed one (1) month's average billing with respect to the Mobile Banking Service.
3. Liability for Unauthorized Online Transactions. If you have reason to believe that your Mobile Device, User ID, Password or any other security code or software has been lost or stolen or that an unauthorized person has used or may attempt to use the Mobile Banking Service without your permission, you must notify the Bank no later than the close of the following Business Day by calling 401.845.2265 or toll free 877.709.2265, outside the Newport County area, between the hours of 7:00 am and 7:00pm, Monday through Friday and Saturday between 8:00 am and 2:00 pm. If the Bank is not provided with notice as required by this Section and we can prove that you could have avoided unauthorized access, you will be liable for the FULL AMOUNT OF THE UNAUTHORIZED ONLINE TRANSACTION. You also agree to promptly review your Business Deposit Account statements and to report any alleged errors or unauthorized Mobile Banking Transactions within fourteen (14) calendar days.
4. Use of Mobile Device in Compliance With this Addendum. You agree that if you fail to use the Mobile Banking Service and your Mobile Device in compliance with the terms and conditions of this Addendum (all of which are considered to be commercially reasonable standards and security procedures), you will accept all liability for any Mobile Banking Transaction initiated using your Mobile Device.
5. Additional Online Transaction Limits. In addition to the limits discussed in Section III above, you understand that we may limit overdrafts on Business Deposit Accounts or advances from Business Credit Accounts, or condition them upon the receipt of financial information or collateral, based upon our credit policies and the terms of our credit relationship with the business customer. Business Customers must provide thirty (30) days notice of intent to terminate the Mobile Banking Service.

## VII. ELECTRONIC FUND TRANSFER TERMS AND CONDITIONS APPLICABLE TO CONSUMER CUSTOMERS

The terms and conditions in this Section VII of the Addendum are only applicable to Consumer Customers using the Mobile Banking Service to initiate Mobile Banking Transactions to or from Consumer Deposit Accounts and Consumer Credit Accounts. As used in this Section VII, the terms “you” and “your” refer to Consumer Customers only.

1. Documentation. You will receive the following types of documents regarding your Consumer Deposit Accounts.
  - a. Statements. You will get a monthly statement covering the Electronic Fund Transfer (“EFT”) transactions that you conduct on your Consumer Deposit Account. You agree to review your monthly statement promptly after you receive it in accordance with the Agreement and your Consumer Deposit Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address.
  - b. Copies Admissible as Evidence of Transfers. A copy of any documentation provided to you which indicates that an EFT transaction was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.
2. Unauthorized EFTs from your Consumer Deposit Account(s). Tell us **AT ONCE** if you believe your User ID and/or Password has been stolen or used without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Consumer Deposit Account (plus your maximum overdraft line of credit, as available). If you tell us within 2 Business Days after you learn of the loss or theft of your User ID and/or Password, you can lose no more than \$50 if someone used your User ID and/or Password without your permission.

If you do NOT tell us within 2 Business Days after you learn of the theft of your User ID and/or Password, and we can prove we could have stopped someone from using your User ID and/or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows EFTs that you did not make, including those made using your User ID and/or Password (or through other means), tell us at once. If you do not tell us within 60 days after the statement was delivered or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

3. Contact in Event of Unauthorized Mobile Banking Transaction. If you believe your User ID or Password has been lost or stolen or that someone has transferred or may transfer money from your Consumer Deposit Account(s) without your permission, call us at 401.845.2265 or 877.709.2265 outside the Newport County area, between the hours of 7:00 am to 7:00 pm, Monday through Friday and between 8:00 am and 2 pm, Saturday, or write us at: BankNewport, P.O. Box 450, Newport, RI 02840, Attn: Customer Service.

You should also call the numbers, or write to us at the address, provided above if you believe a transfer has been made using the information from your check without your permission.

4. In Case of Errors or Questions about EFTs Involving Your Consumer Deposit Accounts. Telephone us

at and/or write us at the phone number and address listed in Section VII(3), above, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and Consumer Deposit Account number (if any).
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Consumer Deposit Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Consumer Deposit Account.

For errors involving new Consumer Deposit Accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Consumer Deposit Accounts, we may take up to 20 Business Days to credit your Consumer Deposit Account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

5. Stop Payment of Preauthorized EFTs. If you have told us in advance to make regular, preauthorized EFTs from your Consumer Deposit Account(s), you can stop any of these payments. Here's how: call us at 401.845.2265 or 877.709.2265 outside the Newport County area, between the hours of 7:00 am to 7:00 pm Monday through Friday or 8:00 am to 2:00 pm Saturday, or write us at: BankNewport, P.O. Box 450, Newport, RI 02840, Attn: Customer Service. In order to stop payment on preauthorized EFTs, we must be notified at least 3 Business Days or more before the regularly scheduled EFT date. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You may not stop payment on a preauthorized EFT through the Mobile Banking Service. We will assess to you a fee for each stop payment order you give, as set forth in the Schedule of Fees.
6. Liability for Failure to Stop Payment of Preauthorized EFTs from Your Consumer Deposit Accounts. If you order us to stop one of these payments from your Consumer Deposit Account(s) 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, subject to the limitations set forth in your Account Agreement, the Agreement and elsewhere in this Addendum.
7. Notice of Varying Amounts of Preauthorized EFTs. If your Consumer Deposit Account(s) will be debited by a third party by preauthorized EFTs that may vary in amount, the person (or organization) you are going to pay will tell you at least 10 days before each payment, when it will be made, and how much it will be. You may choose instead to get this notice only when the payment

would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

8. Direct Deposits. If you have arranged to have direct deposits made to your Consumer Deposit Account at least once every 60 days from the same person or company, you can call us at 401.845.2265 or 877.709.2265 to find out whether the deposit has been made.
9. Our Liability if We Fail to Make Certain EFTs To or From Your Consumer Deposit Accounts. If we do not complete an EFT to or from your Consumer Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your losses or damages. However, there are some exceptions to our liability to you. We will NOT be liable, for instance:
  - a. If, through no fault of ours, you do not have enough money in your Consumer Deposit Account(s) to make the EFT.
  - b. If the transfer would go over the credit limit on any overdraft line of credit associated with your Consumer Deposit Account.
  - c. If the Mobile Banking Service was not working properly and you knew about the breakdown when you started the Mobile Banking Transaction.
  - d. If circumstances beyond our control prevent us from making a transfer or payment, despite reasonable precautions that we have taken (such circumstances include wireless telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods).
  - e. If you do not give proper, complete or correct instructions to make a Mobile Banking Transaction, or you do not follow the procedures in this Addendum, the Agreement or any other Account Agreement with us for requesting such services.
  - f. If your Mobile Device, User ID and/or Password has been reported lost or stolen, or we have canceled your User ID and/or Password, or the Mobile Banking Service.
  - g. If we have reason to believe that you or someone else is using the Mobile Banking Service for fraudulent or illegal purposes.

There may be other exceptions and limitations stated in the Agreement and in our Consumer Deposit Account Agreement with you.

10. Disclosure of Deposit Account Information to Third Parties. We will disclose information to third parties about your Consumer Deposit Account and/or the Mobile Banking Transactions you make:
  - a. Where it is necessary for the completion of an Mobile Banking Transaction or to resolve errors;
  - b. For verification of the existence and condition of your Consumer Deposit Account for a credit bureau or merchant;
  - c. To comply with government agency, court order or lawful subpoena;
  - d. By your written authorization; or
  - e. In accordance with our privacy policy.

## VIII. MISCELLANEOUS

1. Use of Aggregate Data. We and our service providers will use information you provide for purposes of providing the Mobile Banking Service and to prepare analyses and compilations of aggregate customer data that does not identify you individually (such as the number of customers who signed up for the Mobile Banking Service in a month).
2. Third Party Disclosure of Account Information. Neither we, nor any of our service providers, including iMobile or COCC, assume responsibility for any disclosure of Account information by third parties (such as the telecommunications carrier for your Mobile Device) or for the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of your Mobile Device or the Mobile Banking Service.
3. Mobile Device Functionality. Neither we, nor any of our service providers, including iMobile or COCC, assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network that you utilize to access the Mobile Banking Service.
4. Synchronization of Mobile Banking Service and Digital Banking Service. Information about activity on your Accounts is synchronized between the Software and Digital Banking Service. Information about your Accounts and transactions that is made available through the Software may differ from the information that is available through the Digital Banking Service or other customer service options available to you. Information available through the Digital Banking Service or other customer service options may not be available via the Software, may be described using different terminology, or may be more current than the information available via the Software (including but not limited to Account balance information). The method of entering instructions to use the Mobile Banking Service may differ from the method of entering instructions to use the Digital Banking Service. We are not responsible for such differences, whether or not attributable to your use of the Software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions you may take in reliance thereon.
5. Cancellation. You may cancel your participation in the Mobile Banking Service by calling us at 401.845.2265 or 877.709.2265 outside the Newport County area, between the hours of 7:00 am to 7:00 pm Monday through Friday and 8:00 am to 2:00 pm Saturday. We reserve the right to change or cancel the Mobile Banking Service at any time without notice. We may also suspend your access to the Mobile Banking Service at any time without notice and for any reason including but not limited to, your non-use of the Mobile Banking Service. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Mobile Banking Service.
6. Changing This Addendum or the Service. We may make changes to this Addendum and the Mobile Banking Service made available under this Addendum at any time. We will provide you with notice of any such amendments as may be required by applicable law. Your continued use of the Mobile Banking Service following the effective date of a change signifies your acceptance of the change.
7. Changes to Your Contact Information. It is solely your responsibility to ensure that the contact information you have provided to us is current and accurate. This includes not only the telephone number and telecommunications carrier for your Mobile Device, but also your name, address, other phone numbers and email address(es).
8. Third Party Beneficiary. You agree that our service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries of this

Addendum, with the power to enforce its provisions against you.

9. **Indemnification.** You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Mobile Banking Service, your violation of this Addendum, your violation of applicable law, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.
10. **Limitations and Warranty Disclaimers.** We and our service providers disclaim all warranties relating to the Mobile Banking Service or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised or, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **SECTION B: MOBILE DEPOSIT SERVICE**

1. **Mobile Deposit Service.** The Mobile Deposit Service (or "Mobile Deposit") is designed to allow you to make deposits of paper checks ("**Original Checks**") to your Consumer Deposit Accounts (or Business Deposit Accounts as applicable and where approved by the Bank) with us (hereinafter "**Mobile Deposit Accounts**") from home or other remote locations by using your eligible camera-enabled Mobile Device to capture images of the Original Checks and then transmit the digital images and associated deposit information ("**Images**") to us or our Processor with your Mobile Device. Your Mobile Device must be supported by and compatible with the Mobile Deposit Service, such as a smartphone or tablet, with a camera and a supported operating system, as well as a data plan, for the Mobile Device.
2. **Eligibility & Enrollment.** In order to use Mobile Deposit, you must: (a) have one or more eligible Accounts with us, (b) have an eligible Mobile Device, and (c) enroll in the Digital Banking Service and the Mobile Banking Service. Only certain camera-enabled Mobile Devices may be used with the Mobile Deposit Service<sup>2</sup>, as specified by us from time to time. ***It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including your telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated.*** You are automatically enrolled in the Mobile Deposit Service when you enroll in the Mobile Banking Service. We reserve the right to refuse or cancel your registration for the Mobile Deposit Service if we cannot verify information about you and/or your Mobile Device and accordingly you agree to all of the terms and conditions set forth in this Addendum with respect to the Mobile Deposit Service.
3. **Acceptance of Terms.** By using or continuing to use the Mobile Deposit Service, you agree to the terms of this Addendum, and (as of the effective date) any changes to such terms and conditions that apply to the use of the Mobile Deposit Service by you. If you do not agree with these terms (as may

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<sup>2</sup> Mobile Deposit will not work on Blackberry® devices.

be amended from time to time), you may not use the Mobile Deposit Service. Your agreement will be deemed effective for as long as you use the Mobile Deposit Service.

**4. Charges for the Mobile Deposit Service.** You agree to pay for any charges we may assess for the Mobile Deposit Service in accordance with our current Schedule of Fees, as may be amended from time to time, or you may elect to terminate use of the Mobile Deposit Service. We will advise you of any fee changes prior to implementing them to the extent and as required by applicable law. You authorize us to automatically charge the Mobile Deposit Account into which the deposit was made for all such fees incurred in connection with Mobile Deposit. In the future, we may add to or enhance the features of the Mobile Deposit Service. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees.

**5. Deposit Limits.** We may establish or change daily and/or monthly limits on the dollar amount and/or number of items or deposits from time to time in our sole discretion. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times.

Currently, Mobile Deposit is limited per Mobile Deposit user as follows:

Per Day: \$5,000  
Per Month: \$50,000  
Items per Month: 50

BankNewport also offers increased limits for customers with BN Premium checking accounts as well as Business checking accounts.

Per Day: \$10,000  
Per Month: \$70,000  
Items per Month: 70

Each limit described above applies to Consumer and Business Customers and is a per authorized user or signer limit. For example, if you have two authorized users or signers (e.g., joint owners of a Consumer Customer's Mobile Deposit Account, or a Business Customer's Mobile Deposit Account with two authorized signers) and each of the two authorized users or signers downloads the Mobile App, each authorized user or signer may make deposits up the limits described above. The standard limits described above may be adjusted on a per customer basis as agreed to by Bank in its sole and exclusive discretion.

**6. Eligible Items.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg CC**"). You agree that the Image of the check that is transmitted to the Bank (each such check and other item is referred to in this Addendum as a "**Check**" and, if more than one, "**Checks**") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You also acknowledge and agree that deposits that you make using the Mobile Deposit Service are not "**Electronic Fund Transfers**" as that term is defined in Consumer Financial Protection Bureau's Regulation E. You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items (considered ineligible or "**Prohibited Checks**") that:

- are payable to any person or entity other than yourself or otherwise to the owner of the account that the item is being deposited into (i.e., a third-party check);

- are prohibited by our then-current procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation;
- you know or suspect, or should know or suspect, are altered on the front of the item, fraudulent or otherwise not authorized by the owner of the account on which the Checks are drawn;
- have been previously endorsed by a bank and are either “substitute checks” (as defined in Reg CC or other applicable federal law or regulation) or “image replacement documents” that purport to be substitute checks, without our prior written consent;
- are drawn on financial institutions that are located outside of the United States or Territories of the United States;
- are payable jointly, unless deposited into a deposit account in the name of all payees;
- are remotely created checks, as defined in Reg. CC, or are remotely created payment orders;
- are not payable in United States currency;
- are dated more than six (6) months prior to the date of deposit or contain a date in the future;
- have any endorsement on the back other than that specified in this Addendum;
- have previously been submitted through the Mobile Deposit Service or through a remote deposit service offered at any other financial institution; and
- are not acceptable to us for deposit into a deposit account as provided in the Account Agreement.

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) that we may incur associated with any warrant, indemnity or other claim related thereto. Furthermore, if, after first having obtained our written consent to do so, you provide us with an electronic representation of a substitute Check for deposit into a Mobile Deposit Account instead of an Original 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 incur because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

**7. Requirements.** You understand that you must, and hereby agree, at your sole cost and expense, to use a Mobile Device that meets all technical requirements for the proper delivery of the Mobile Deposit Service and that fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of the Mobile Deposit Service, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Mobile Deposit Service. 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 Mobile Deposit 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. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with 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 Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. We hereby advise you, and you hereby agree to scan your Mobile Device and/or any associated hardware or software on a regular basis using a reliable virus detection product in order to detect and remove viruses.

Each Image must provide all information on the front and back of the Original Check at the time



presented to you by the drawer, 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, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the Check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "FOR MOBILE DEPOSIT ONLY," or as otherwise specified by us from time to time. Any loss we incur from a delay, processing error or any other action 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 and it must be deposited into a Mobile Deposit Account owned by both of you.

**8. Receipt of Deposit.** All Images processed for deposit through Mobile Deposit will be treated as "deposits" under the Account Agreement and the Agreement. You may check on the status of a deposit made through Mobile Deposit by selecting "View Deposit History" on the "Deposit a Check" tab within the Mobile Deposit Service. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Mobile Deposit Account shall be provisional as further described in Section 10 below, 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.

We shall have no liability to you for the rejection of a deposit through Mobile Deposit or the Images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any Image that we do not receive.

Following receipt, we may process the Image by preparing a "substitute check" or clearing the item as an Image.

We reserve the right, at our sole and absolute discretion, to reject any Image for remote deposit into your Mobile Deposit Account. We will use commercially reasonable efforts to notify you of rejected Images by phone, email or other means.

**9. Retention of Original Checks.** You must securely store the Original Check for fourteen (14) Calendar Days after transmission to us and make the Original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two (2) Business 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 Mobile Deposit Account. Promptly after such period expires, you must destroy the Original Check *by first marking it "VOID" and then destroying 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 agree that you will never deposit the Original Check or present the Original Check to us or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.*

**10. Returned Deposits.** Any credit to your Mobile Deposit Account for Checks deposited using Mobile Deposit is Provisional. As used herein, "Provisional" means that the credit for the deposit is made to your Mobile Deposit Account subject to final payment of the Checks and subject to the terms of the Account Agreement. 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 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 will 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.

We may set-off against 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.

**11. 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.
- You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Original Check.
- The 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 no party will submit the Original Check for payment.

With respect to each Image, you make to us all representations and warranties that we make 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.

**12. Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable 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 items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any 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 (collectively the "**Rules**") and laws are incorporated herein by reference. In the event of conflict between the terms of this Addendum and the Rules, the Rules will control.

**13. Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Original Checks at our branches or through our ATMs or by mailing the Original Check to: BankNewport, P.O. Box 450, Newport, RI 02840, Attn.: Customer Service. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use the Mobile Deposit Service.

**14. Funds Availability.** The cut-off time applicable to deposits made through Mobile Deposit is Monday through Friday at 4:00 pm Eastern Time (ET). Deposits submitted using Mobile Deposit before 4:00 pm ET on Monday through Friday will be considered deposited on that day. Deposits submitted using Mobile Deposit after 4:00 pm ET and deposits received on a Saturday, Sunday or holiday at any time will be considered deposited on the next Business Day as defined in the Account Agreement. Funds from deposits made using Mobile Deposit before the applicable cut-off time will generally be available the next Business Day after we receive the deposit. Funds from deposits made through Mobile Deposit that are made after the applicable cut-off time or at any time on a Saturday, Sunday or holiday will generally be available the next Business Day following our receipt of the deposit. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in its sole discretion, deems relevant. However, longer delays may apply. You also understand that credit is provisional until settlement is final. Refer to our Funds Availability Policy for complete information.

**15. Mobile Deposit Security.** You should 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. By using the Mobile Deposit Service, you accept the risk that an item deposited through the Mobile Deposit Service will be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such transmission errors. You will notify us immediately by telephone at 401.845.2265 or 877.709.2265 outside the Newport County area, between the hours of 7:00 am and 7:00 pm Monday through Friday and 8:00 am and 2 pm Saturday, 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 Addendum.

**16. 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 a fraudulent, incorrect or illegible Image(s) 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 agree to notify us of any suspected errors regarding items deposited through the Mobile Deposit Service right away, and in no event later than thirty (30) days after the applicable Account statement is sent or otherwise made available. Unless you notify us within sixty (60) days, such statement regarding all deposits made through the Mobile Deposit Service shall be deemed correct, and you are precluded from bringing a claim against us for such alleged error. You can contact us by calling 401.845.2265 or 877.709.2265 outside the Newport County area, Monday through Friday between the hours of 7:00 am and 7:00 pm and Saturday between 8:00 am and 2:00 pm or by visiting one of our branches.

**17. Your Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents 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 Addendum. You understand and agree that this paragraph shall survive the termination of this Addendum.

You also understand and agree that you are required to indemnify and hold harmless our Processor and/or service provider / technology partners, their affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to us or your use of the Mobile Deposit Service, our Processor and/or service provider / technology partner applications, unless such claim directly results from an action or omission made by our Processor and/or service provider / technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Addendum.

**18. Cooperation with Investigation.** You agree to cooperate with us in the investigation of 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 deposited through the Mobile Deposit Service in your possession and your records relating to such items and transmissions.

**19. Ownership and License.** You agree that we and/or our Processor and/or service provider(s) / technology partner(s) retain all ownership and proprietary rights in the Mobile Deposit Service, associated content, technology and website(s). Your use of the Mobile Deposit Service is subject to and conditioned upon your complete compliance with this Addendum. Without limiting the effect of the foregoing, your breach of this Addendum immediately terminates your right to use the Mobile Deposit Service. Without limiting the restriction of the foregoing, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or the Mobile Deposit Service, copy or reproduce all or any part of the technology or the Mobile Deposit Service; or interfere, or attempt to interfere, with the technology or the Mobile Deposit Service. We and our Processor and/or service provider(s) / technology partners retain all rights, title and interests in and to the Mobile Deposit Service, software and developments made available to you.

**20. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THE MOBILE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE DEPOSIT SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.**

**21. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY 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 THE MOBILE DEPOSIT SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE**

**BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW. ANY PROVISION IN THIS ADDENDUM, ANY OTHER AGREEMENT OR RULES TO THE CONTRARY NOTWITHSTANDING, WE SHALL ONLY BE LIABLE FOR DIRECT DAMAGES SOLELY AND PROXIMATELY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW.**

**22. Amendments.** We may amend these terms at any time, in our sole discretion, by giving notice to you if and as provided in this Addendum, the Agreement or the Account Agreement. If so required, or required by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Mobile Deposit Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing, by us.

**23. Suspension and Termination.** In addition to any other provision in this Addendum, the Agreement or the Account Agreement on the subject, we may, in our sole discretion and without prior notice to you unless otherwise required by applicable law, elect to suspend or terminate your use of the Mobile Deposit Service (i) if you or we close the Account(s) established in connection with the Mobile Deposit Service, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to the Mobile Deposit Service, (iii) in the event of a material breach in the performance or observance of any term, or breach of any representation or warranty, by you, (iv) if we believe immediate action is required for the security of your or our funds, or (v) if we reasonably believe that the continued provision of the Mobile Deposit Service would violate federal, state or local laws or regulations, or would subject us to unacceptable risk of loss. Notwithstanding any termination, this Addendum shall remain in full force and effect with respect to all transactions initiated prior to such termination.