



Tioga State Bank

REMOTE DEPOSIT ANYWHERE AGREEMENT

PLEASE READ THIS TIOGA STATE BANK REMOTE DEPOSIT ANYWHERE AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR REFERENCE.

1. DEFINITIONS: In this Agreement, the words "you" or "your" mean the consumer or business that has enrolled in the Tioga State Bank Remote Deposit Anywhere service (hereinafter, referred to as "RDA") and "we", "us", or "our" refers to Tioga State Bank. "Account" or "accounts" refer to your Tioga State Bank accounts that you have designated for deposits using Tioga State Bank's Remote Deposit Anywhere.

This Tioga State Bank RDA Agreement (or "this Agreement") governs your use of our Tioga State Bank Remote Deposit Anywhere ("RDA" or "the Service").

2. SERVICE AGREEMENT: This Agreement contains important terms and conditions which govern the RDA service. Other agreements you have entered into with Tioga State Bank, including the Depository Agreement and Disclosures governing your Tioga State Bank account are incorporated by reference and made a part of this Agreement. You understand and agree that by using the RDA service, you are accepting the terms and conditions of this RDA Agreement and that your use of your Username and Password will be considered the same as your written signature in authorizing us to complete any transaction or request communicated to us.

The RDA service is designed to allow you to make deposits to your checking or savings accounts at Tioga State Bank from home or remote locations by scanning checks using your mobile access device and delivering the images and associated deposit information to Tioga State Bank.

Your use of RDA constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will send all notification of material change by mail or secure email. Your continued use of RDA after such notification will indicate your acceptance of the revised Agreement. Further, Tioga State Bank reserves the right, in its sole discretion, to change, modify, add, or remove features or functions of the RDA service. Your continued use of RDA will indicate your acceptance of any such changes to the Service.

We do not guarantee functionality of the RDA service on all wireless communication devices. When using the RDA service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any inconvenience or losses you may experience as a result. If the RDA service has qualification requirements, we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the RDA service, in whole or in part, or your use of the RDA service, in whole or in part, immediately and at any time without prior notice to you. We may elect to discontinue RDA at any time. We may deny you access to RDA for inactivity if you do not make use of the Service for an extended period of time. If we choose to discontinue RDA, we will make reasonable efforts to provide you with reasonable advance notice.

3. RDA PROCESS: In order to use RDA, you must obtain and maintain, at your own expense, compatible hardware and software as specified by Tioga State Bank from time to time. You are responsible for providing your own hardware and software ("Access Device") to access RDA. You are also responsible for the charges of any wireless network or internet service provider you may utilize in accessing RDA.

You acknowledge that at any time, the hardware and software you use to access RDA may be subject to unauthorized tracking, interception, corruption, diversion or other manipulation by "spyware" or other malicious code. We are not responsible for detecting the existence of any such malicious code, or for advising you of its existence or potential effects even if we become aware of it, and your use of your hardware and software to access RDA is at your sole risk and expense. We reserve the right at all times and without advance notice to you to take actions to protect our systems and information, including denying you use of RDA.

In using RDA, you agree to scan and remotely deposit into a deposit account as described in the Deposit Agreement, which is incorporated by reference and made a part hereof, only checks ("Checks" or "Items"), as that term is defined in Federal Reserve Board Regulation CC ("Regulation CC"). You agree that you will not deposit, without



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our prior written consent, items prohibited by this Remote Deposit Agreement, or in violation of applicable laws and/or regulations, or "Substitute Checks" as defined by federal law or Image Replacement Documents (as that term is defined by the Check Clearing for the 21st Century Act, also known as Check 21) that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you agree to reimburse us for any losses, costs and expenses we may incur associated with warranty or indemnity claims. If you provide us with an Image Replacement Document of a substitute check for deposit into your account instead of an original Check, you agree to reimburse us for losses, costs and expenses we incur because the substitute check resulting from the Image Replacement Document does not meet applicable substitute check standards and/or causes duplicate payments.

You agree that using RDA to transmit an image of a check to Tioga State Bank for deposit to your account shall be deemed the presentment of an "item" to Tioga State Bank for payment within the meaning of Article 4 of the Uniform Commercial Code and you warrant that:

- a) The item is eligible for deposit using RDA;
- b) The item is not a duplicate of an item previously deposited;
- c) You will not re-deposit or re-present the item;
- d) All information you provide to Tioga State Bank in connection with the item is accurate and true;
- e) You are in compliance with this Agreement and with all applicable laws, rules and regulations;
- f) You are not aware of any factor which may impair the collectability of the item; and
- g) You will indemnify and hold harmless Tioga State Bank from any loss resulting from any breach of this warranty provision.

You agree that you will not use RDA to electronically present to Tioga State Bank for deposit any of the following ineligible items:

- a) Any check or item payable to any person or entity other than you;
- b) Items that are drawn on your own account here at Tioga State Bank (either personal or business affiliated account);
- c) Any check or item containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect is fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- d) Any check or item payable jointly, unless deposited into an account in the name of all payees;
- e) Any check previously converted to a substitute check, as defined in Regulation CC;
- f) Any check drawn on a financial institution located outside the United States;
- g) Any check that is a remotely created check, as defined in Regulation CC;
- h) Any check not payable in United States currency;
- i) Any check dated more than 6 months prior to the date of deposit;
- j) Any check or item prohibited by Tioga State Bank's current procedures relating to RDA or which is not acceptable under the terms of your Tioga State Bank account;
- k) Any check payable on sight or payable through draft, as defined in Regulation CC;
- l) Any check not properly endorsed as specified in this Agreement;
- m) Any check that has previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution;
- n) Any check or item drawn or otherwise issued by the U.S. Treasury Department.

You agree to restrictively endorse "For Deposit Only" any item transmitted through RDA. You agree to follow any and all other procedures and instructions for use of RDA that Tioga State Bank may establish from time to time.

You shall ensure that the images you transmit to us shall be of such quality that the following information can clearly be read:

- a) The amount of the Item
- b) The Payee
- c) The Drawer's Signature



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- d) The Date of the Item
- e) The Item number
- f) The information identifying the drawer and the paying bank that is preprinted on the Check, including the complete MICR line
- g) Other information placed on the Item prior to the time an image of the Item is captured, such as any required identification written on the front of the Item and any endorsements applied to the back of the Item; and
- h) Such other information as may be reasonably required by Bank.

The legibility of the image of an item transmitted to us shall be determined in our sole discretion. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by Tioga State Bank, the American National Standards Institute (ANSI), the Federal Reserve Board, and any other regulatory agency, clearinghouse or association.

We reserve the right to reject any item transmitted through RDA, at our discretion, with no liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. By using RDA, you accept the risk that an item may be intercepted, altered or misdirected during transmission. Tioga State Bank bears no liability to you or to others for any such intercepted, altered or misdirected items or information disclosed through such errors.

An image of an item shall be deemed received by Tioga State Bank when you receive via email on your Access Device or otherwise a confirmation from Tioga State Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You agree that Tioga State Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Upon your receipt of a confirmation from Tioga State Bank that we have received an image of an item, you agree to prominently and indelibly mark the item, "Electronically Presented" or "VOID" and to properly secure the item to ensure that it is not re-presented for payment. You agree never to re-present the item. You agree to retain the item for at least 60 calendar days from the day on which you receive or have access to your applicable Tioga State Bank account statement and until any suspected error in processing the item is resolved. During that period, you agree to promptly provide the item, or a sufficient copy of the front and back of the item, to Tioga State Bank as requested to aid in the clearing and collection process, to investigate suspected errors in your account statement of which you notify Tioga State Bank, to resolve claims by third parties with respect to the item, or for Tioga State Bank's audit purposes. After such period, you agree to destroy the item in such a manner as will render it incapable of further transmission, deposit, or presentment.

Upon acceptance of an image, we shall grant your account Provisional Credit, defined below, for the amount of each image on the following business day. "Provisional Credit" means that the credit is made to your account subject to final payment of the items and subject to the terms of the Deposit Agreement.

4. FUNDS AVAILABILITY: Funds from items deposited through RDA will be available according to the Tioga State Bank Funds Availability Policy, as amended from time to time. The funds availability policy is available at any community office of Tioga State Bank for your review.

5. LIMITATIONS: You may scan and submit check images for deposit to Tioga State Bank within the dollar limits ("deposit limits") and number of items per business day limit established for you by Tioga State Bank. These dollar and number limits will be communicated to you when you are approved for the Service. From time to time, we may establish or change limits on the dollar amount and/or number of items you may deposit using RDA during specified time periods. If you attempt to initiate a deposit using RDA in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, our acceptance of such deposit will be subject



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to the terms of this Agreement, and we will not be obligated to allow a deposit in excess of applicable limits at any other time.

6. BUSINESS ACCOUNTS: The following information is applicable to business accounts. “Business accounts” mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not “consumer” accounts and are not maintained primarily for personal, family, or household purposes. For business accounts using the Remote Deposit Anywhere service, Tioga State Bank is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise caused by the Remote Deposit Anywhere service. By using Remote Deposit Anywhere to access your business accounts, you are responsible for any unauthorized use of the Service and any loss or damages incurred due to the unauthorized access to your business accounts. If your business deposit activity through the RDA service exceeds your deposit limits, Tioga State Bank reserves the right to disable your access and provide you with information on other available business banking electronic deposit options. If any person with authorized access through the RDA service to conduct transactions on any business account is no longer authorized, it is your responsibility to notify Tioga State Bank. Tioga State Bank shall not be liable or responsible to you for any transactions conducted on a business account by any person whose authority to conduct transaction is no longer in effect until Tioga State Bank is expressly notified.

7. RELATIONSHIP TO OTHER AGREEMENTS: You agree that when you use Remote Deposit Anywhere, you will remain subject to the terms and conditions of all your existing agreements with Tioga State Bank. 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, your mobile service carrier or provider, and that this agreement does not amend or supersede those agreements. You also agree that if you have any problems with Remote Deposit Anywhere that you will contact Tioga State Bank directly.

8. ERROR RESOLUTION: You agree to notify Tioga State Bank of any suspected errors regarding items deposited through RDA immediately, and in no event later than 14 days after the applicable Tioga State Bank account statement is received or made available to you. Unless you notify Tioga State Bank within 14 days, such statement regarding all deposits made through RDA shall be deemed correct, and you will be precluded from bringing a claim against Tioga State Bank for any alleged error or omission in such statement. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer or third party claims, including by providing, upon request and without reimbursement, any originals or copies of any items deposited through RDA in your possession and your records relating to such items and transmissions.

If you need assistance with RDA, or need to notify us of an error or suspected error in your statement, or if you need to communicate with Tioga State Bank for other reasons, please contact us by:

- a) Sending a secure electronic message to our Tioga State Bank Customer Service Center using Tioga State Bank Online Banking;
- b) Calling Tioga State Bank at (888) 303-4TSB (4872). You agree that we may monitor the conversations our employees have with you for quality of service and accuracy of information provided to you; or
- c) Writing to us at: Tioga State Bank, 1 N. Main Street, PO Box 386, Spencer, NY 14883-0386.

DISCLAIMER OF WARRANTIES: You agree that Tioga State Bank retains all ownership and proprietary rights in the Service, associated content, technology, and websites. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement shall immediately terminate your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Tioga State Bank’s business interest, or (iii) to Tioga State Bank’s actual or potential economic disadvantage in any aspect. You may use the Service only in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.



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You agree to comply with all existing and future-operating procedures used by Tioga State Bank for processing of transactions and/or rendering of this service. You further agree to comply with and be bound by all applicable state or federal law, rules and regulations affecting the use of checks, drafts and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA), and any other clearinghouse or other organization in which Tioga State Bank is a member or to which rules Tioga State Bank has agreed to be bound and/or Tioga State Bank is required to follow. These laws, procedures, rules, regulations, and definitions (collectively the "Rules") shall be incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control the interpretation of this Agreement.

Tioga State Bank's duties and responsibilities under this Agreement are limited to those expressly described in this Agreement and/or as may be required by applicable law and/or regulation. We shall not be responsible for suspension of performance of all our obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith should be prevented or hindered by, or be in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction.

YOU AGREE THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOUR USE OF THE SERVICE AND ALL RELATED INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY:

- a) TO THE FULLEST EXTENT ALLOWED BY LAW AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS AGREEMENT, TIOGA STATE BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM ITS FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. IN NO EVENT SHALL TIOGA STATE BANK'S LIABILITY TO YOU EXCEED THE FEES PAID BY YOU IMMEDIATELY PRECEDING THE EVENT FROM WHICH SUCH LIABILITY AROSE FOR THE SERVICE PERFORMED WHICH GAVE RISE TO THE CLAIM.
- b) YOU AGREE THAT IN NO EVENT SHALL TIOGA STATE BANK OR TIOGA STATE BANK'S SERVICE PROVIDERS BE RESPONSIBLE OR LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF THE USE BY CUSTOMER OF ANY SERVICE OR THE FAILURE OF TIOGA STATE BANK OR ITS SERVICE PROVIDERS TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF TIOGA STATE BANK OR TIOGA STATE BANK'S SERVICE PROVIDERS HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

The person signing this Agreement has the power to execute this Agreement on your behalf and is authorized to carry out its obligations under this Agreement and upon execution and delivery of this Agreement by you, this Agreement shall be your legal, valid, and binding obligation, enforceable against you in accordance with the terms hereof, and will not violate any law, or conflict with any other agreement to which you are subject.



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In addition to any other indemnification obligations you may have as provided elsewhere in this Agreement, you will be liable for, hold harmless, and will indemnify Tioga State Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorney's fees) arising from or related in any way to (i) any service performed in connection with this Agreement, (ii) Tioga State Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by us to be your authorized representative or authorized user, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, (iv) your breach of or failure to comply with applicable laws, regulations, Rules, (v) your failure to report required changes, or transmission of incorrect data to us and/or (vi) claims of any sort by third parties or others arising out of this Agreement.

This Agreement shall remain in full force and effect unless and until it is terminated by us. We may terminate this Agreement at any time and for any reason. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, or if you use the Service for any unauthorized or illegal purposes or in a manner inconsistent with the terms of the agreement governing your deposit account at Tioga State Bank, or any other agreement with us. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

ARBITRATION AND WAIVER OF JURY TRIAL: You and us agree that **ANY CONTROVERSY OF CLAIM BETWEEN YOU AND TIOGA STATE BANK, OR BETWEEN YOU AND ANY OF TIOGA STATE BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT OR ANY SERVICE AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION, AND SUCH ARBITRATION SHALL BE ADMINISTERED AND CONDUCTED IN ACCORDANCE WITH THE APPLICABLE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL. THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND TIOGA STATE BANK.**

GENERAL PROVISIONS:

- a) **Entire Agreement.** This Agreement, including all attachments, agreements or documents incorporated by reference, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
- b) **Amendments.** We may amend the terms of this Agreement (including the fees and charges for service) at any time in our sole discretion by giving written notice to you. If required by this Agreement or by applicable law, notice will be given for the required applicable number of days in advance of such Amendments. Your continued use of the Service shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by us and agreed to by us in writing.
- c) **Attorneys' Fees.** In the event of any judicial or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.
- d) **Assignment.** You may not assign this Agreement or any right, interest or benefit under this Agreement without our prior written consent. Subject to the foregoing, this Agreement and any rights, interests or



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benefits shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of the provisions of this section shall be void.

- e) **No Third Party Beneficiaries.** This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against you or us, and our respective successors, assigns, and affiliates.
- f) **Waiver.** No delay or failure on the part of Tioga State Bank in exercising any of its rights under this Agreement shall constitute a waiver of such rights and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.
- g) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- h) **Construction.** This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties, or the domicile of any party.
- i) **Force Majeure.** Bank shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder during any event of force majeure or due to any reason beyond its reasonable control.
- j) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- k) **Notices.** All notices, reports, approvals or consents required or permitted under this Agreement between the parties shall be in writing and shall be deemed to have been given if personally delivered or sent by email, certified or registered mail (return receipt), by recognized overnight courier, or telecopy, or other method agreed upon by the parties, at their respective last physical or electronic address of record.

Duties and responsibilities under this Agreement are limited to those expressly described in this Agreement and/or as may be required by applicable law and/or regulation. We shall not be responsible for suspension of performance of all our obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith should be prevented or hindered by, or be in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction.