

MOBILE DEPOSIT USER AGREEMENT

This Mobile Deposit User Agreement (this “Agreement”) contains the terms and conditions of the use of mobile deposit services and is a supplement to the Deposit Account Agreement, Online Banking with Bill Payment agreement, and any other agreements between OneUnited Bank (the “Bank”) and you (“Customer”, “you”). In the event of conflict or discrepancy between this Agreement and other agreements entered into between you and OneUnited Bank regarding the subject matter herein, this Agreement shall take precedence.

Services. After you login to Mobile Banking, you may apply for Mobile Deposit. Mobile Deposit is designed to allow you to make deposits of checks (“original checks”) to your accounts from home or other remote locations by taking a photo of the original check and delivering the digital image and associated deposit information (“images”) to us with your Mobile Device hereinafter (“Service”).

Acceptance of Terms. Your use of this Service constitutes your acceptance of this Agreement. This Agreement is subject to change periodically unless specifically prohibited by applicable law. The Bank will notify you of any material change either electronically or by physical mail to you at the most current address on record with the Bank. You will have the right to terminate this Agreement prior to the effective date of amendment. After the amendment becomes effective, continued use of the Services by you will indicate consent to be bound by the revised Agreement. Further, the Bank reserves the right, at its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such modifications to the Services. In addition, you provide Bank with your express consent permitting us to contact you as necessary to provide the Services (including push notifications to your mobile device). Such activities may include, but are not limited to, providing account alerts, confirming account activity, confirming mobile remote capture deposits, undertaking fraud prevention, servicing, or for any other purpose as provided in this Agreement. The Bank is not liable for any costs you may incur from cellular data networks or other related equipment that may result from usage of this Service.

Limits. Daily and monthly deposit limits may vary by user. We establish user limits including dollar limit amount for each check image deposit, and the number of items you may deposit each day on a case by case basis and reserve the right to amend those limits at any time without prior notice. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement and we will not be obligated in any way to allow such deposits in the future. Deposits of checks are accepted at the sole discretion of OneUnited Bank and we reserve the right to refuse any check image submitted for deposit.

Eligible Items. You agree to photograph and deposit only original checks drawn on a bank in the United States in U.S. dollars (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand.) Remotely created checks are expressly prohibited as stated in our Deposit Account Agreement when you opened your account.

You agree that you will not use Mobile Deposit to deposit:

- Checks previously deposited at other financial institutions or this financial institution
- Submit check images for deposit that you intend to deposit at another financial institution
- Checks dated more than 6 months prior to deposit
- Checks that are VOID after 90 days
- Checks payable on sight or payable through Drafts
- Checks with any endorsements on the back other than that described in this Agreement
- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Remotely created checks

Requirements. Each check 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 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature, your account number and the words **“for mobile deposit only at OneUnited Bank”**. Checks received without this endorsement may be refused until the endorsement is completed as required.

Any loss we incur from a delay or processing error resulting from an irregular endorsement or your failure to add these words to the top center of your image deposit or any other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. Both payees must be joint account holders on the account receiving the image deposit. 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.

Receipt of Deposit. Any confirmation from the Bank that we have received the image does not mean that the image is error free. The Bank is not responsible for any image it does not receive. The Bank reserves the right to reject any item transmitted through this Service, at the Bank’s discretion and without liability. The Bank is not responsible for items the Bank does not receive or for images that are dropped during transmission. The Bank further reserves the right to charge back to Customer’s account at any time any item that the Bank subsequently determines was not an eligible item. You agree that the Bank is not liable for any loss, costs,

or fees you may incur as a result of a chargeback of an ineligible item. All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Deposit Account Agreement with us and will be subject to all terms of that agreement and the Mobile Deposit User Agreement. 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 account. We will notify you of rejected images.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request. 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.* Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account.

You agree that you will never re-present the original check for negotiation. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to your account for check images deposited using Mobile Deposit is provisional. If original checks deposited as images 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 debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

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

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate and have not been altered.

- 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.

Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability. The Mobile Deposit service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. The Bank does not assume any responsibility or liability for any technical or other difficulties or any resulting damages that you may incur. This service has qualification requirements, and the Bank reserves the right to change the qualifications at any time without prior notice. The Bank additionally reserves the right to change, suspend or discontinue the Service in whole or in part, or Customer's use of the Service, in whole or in part, immediately and at any time without prior notice to you. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs.

Funds Availability. You agree that items transmitted using this service are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. In general if you make a Mobile Deposits before 5 P.M. EST on a business day that we are open (meaning every day except Saturdays, Sundays, and federal holidays), we will consider that day to be the day of your deposit. If you make a deposit after 5 P.M. EST or on a day when we are not open, we will consider that the deposit was made on the next business day we are open. We reserve the exclusive right at our sole discretion to credit deposits sooner than the time frames indicated in this agreement. All deposits are automatically subject to a 5 business day hold. Longer holds may apply. The Bank will notify you by email if there is any type of additional delay in your ability to withdraw funds for any reason, which may be up to 9 business days. No funds are available until we release the hold or until the hold has expired.

Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

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

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

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight. (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to 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 attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING 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 ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING 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 ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, 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 LAW.

Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your registration application for any Mobile Remote Deposit Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your transaction, account, and financial history from time to time.