

Cayuga Lake mobile Bank User Service Agreement

This Agreement contains the terms and conditions for the use of Cayuga Lake National Bank's ("Bank") Mobile Remote Deposit App; Cayuga Lake mobile Bank ("CLmB") that said Bank provides to you ("you," or "User"). Other agreements you have entered into with Cayuga Lake National Bank, including the Deposit Accounts Terms and Conditions governing your DDA account are still applicable.

1. Services. The remote deposit capture services ("Services") are designed to allow you to make deposits to your checking or savings accounts from your camera-enabled smart phone, tablet or other mobile device by scanning checks and delivering the images and associated deposit information to Cayuga Lake National Bank's designated processor. There will be a \$.50 charge per item deposited through the CLmB App.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Cayuga Lake National Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Limitations of Service. When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Cayuga Lake National Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in New York. You agree that you will not use the Services to scan and deposit any of the following checks or other items, which shall be considered "ineligible items":

- a. Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited.
- b. Checks containing an alteration on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- c. Checks payable jointly, unless deposited into an account in the name of all payees.
- d. Checks previously converted to a substitute check, as defined in Reg CC.
- e. Checks drawn on a financial institution located outside the United States.

- f. Checks that are remotely created checks, as defined in Reg CC.
- g. Checks not payable in United States currency.
- h. Checks dated more than 6 months prior to the date of deposit.
- i. Checks prohibited by Cayuga Lake National Bank current procedures relating to the Services or which are otherwise not acceptable under the terms of your Cayuga Lake National Bank account.
- j. Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- k. Checks with any endorsement on the back other than that specified in this agreement.
- l. Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- m. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.

5. Image Quality. The image of an item transmitted to Cayuga Lake National Bank using the Services must be legible, as determined in Cayuga Lake National Banks' sole discretion. Without limiting the generality of the foregoing, the image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

6. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as:

For Mobile Deposit Only
Cayuga Lake National Bank

Inability to read this endorsement may result in a rejected deposit.

7. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Cayuga Lake National Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. Cayuga Lake National Bank further reserves the right to charge back to your account at any time; any item that Cayuga Lake National Bank subsequently determines was not an eligible item. If you withdraw funds from a check deposit, and the check is later returned unpaid, we may charge the check back to your account, even if doing so creates an overdraft in your account. You agree that Cayuga Lake National Bank is not liable for any loss, costs, or fees you may incur as a result of its chargeback of an ineligible item.

8. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available immediately after the next file processing time, which occur every business day at 9am, 12pm and 3pm EST.

9. Disposal of Transmitted Items. Upon your receipt of a confirmation from Cayuga Lake National Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and retain each Check for a reasonable period of time, but in no event fewer than 31 days after such Check has been digitized and processed, then properly dispose of the item to ensure that it is not represented for payment. You agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Cayuga Lake National Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Cayuga Lake National Bank audit purposes.

10. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. 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 to allow such a deposit at other times.

11. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Cayuga Lake National Bank from time to time. Cayuga Lake National Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

12. Errors. You agree to notify Cayuga Lake National Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Cayuga Lake National Bank account statement is sent. Unless you notify Cayuga Lake National Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Cayuga Lake National Bank for such alleged error. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Cayuga Lake National Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

13. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Cayuga Lake National Banks' sole discretion subject to the Deposit Account Terms and Conditions governing your account.

14. Ownership & License. You agree that Cayuga Lake National Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Cayuga Lake National Bank business interest, or (iii) to Cayuga Lake National Bank actual or potential economic disadvantage in any aspect. 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 Services.

15. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES 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 SERVICES, 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 SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

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

REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CAYUGA LAKE NATIONAL BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

17. User warranties and indemnification. You warrant to Cayuga Lake National Bank that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to Cayuga Lake National Bank is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. The check is not a counterfeit item.
- h. All files and images transmitted to Cayuga Lake National Bank will contain no viruses or other disabling features that may have an adverse impact on Cayuga Lake National Bank' network, data, or related systems.

With respect to each image transmitted to Cayuga Lake National Bank, you make to Cayuga Lake National Bank all representations and warranties that Cayuga Lake National Bank also makes, or is deemed to make, to any party pursuant to applicable law, regulation or clearinghouse rule.

You agree to indemnify and hold harmless Cayuga Lake National Bank from any loss for breach of this warranty provision. You agree that this paragraph shall survive the termination of this Agreement.

18. Cooperation with Investigations. 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 Service in your possession and your records relating to such items and transmissions.

19. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Deposit Account Terms and Conditions or any other agreement with us.

20. Enforceability. 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 the 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.

21. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to that state's conflict of laws rules.