

**Hingham Institution for Savings  
REMOTE DEPOSIT CAPTURE AGREEMENT**

This Agreement contains the Terms and Conditions for the use of Hingham Institution for Savings (the “Bank”) Remote Deposit Capture Service (the “Service”) that the Bank or its partners may provide to you. Other Agreements you have entered into with the Bank, including the Terms and Conditions and Business Online Agreement that govern your Hingham Institution for Savings account, are incorporated by reference and made a part of this Agreement.

“**Client**” refers to the deposit account owner that has entered into this Remote Deposit Capture Agreement.

**Services:** Remote Deposit Capture Service allows the Client to make check deposits to accounts maintained at the Bank from a remote location by electronically transmitting a digital image of the original checks to the Bank’s designated processor. Original checks are converted into substitute checks as such term is defined in the Check Clearing for the 21st Century Act and the Federal Reserve Board Regulation CC.

**Limitations of Service:** At certain times the Service may not be available due to system maintenance or circumstances beyond the Bank’s control. The Bank does not assume responsibility for any technical or other difficulties or any resulting damages that may incur. The Service has minimum computer system requirements. The Bank is not responsible for providing an alternate method of remote deposit if the Service is not available.

**Amendments:** The Bank may amend any term or condition contained in this agreement, including, without limitation any cut-off time, business day designation, security requirements and minimum computer system requirements. Such amendments shall become effective immediately or on such later date as may be stated in the Bank’s notice to the Client.

**Deposit Limits:** The Client and Bank shall comply with the deposit limits established by the Bank in accordance with this agreement or subsequent amendments. The Bank will conduct an annual review of the Client’s deposit limits and may request the Client to provide the Bank with documentation relating to the Client’s current financial condition. The Bank reserves the right to conduct a review of Client’s deposit limits at any point deemed necessary.

**Daily Deposit Limit:** \$ \_\_\_\_\_

**Users:** The Client will provide the Bank with a list of authorized individuals (“Users”) authorized to create, submit and view remotely created deposits. The Client will immediately contact the Bank to disable a User’s access to Business Online Banking and agrees to remove access to any other software used to create and transmit check deposits upon termination. The client is responsible for training its own Users in the use of the Service.

**Access to this Service:** Access to this Service shall be made through the Bank’s Business Online Banking service.

**Security Requirements:** The Client is strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions. The Client acknowledges that the security procedures are for the verification of authenticity and not to detect an error on a check or the content of the deposit.

- The Client agrees that only Bank Authorized Users will access this Service.
- The Client agrees to take reasonable steps to maintain confidentiality of any passwords, codes, security devices and related instructions provided by the Bank, outlined in the Business Online Banking Agreement. If Client believes or suspects that any such information or instructions have been accessed by an unauthorized person, the Client agrees to notify the Bank immediately. The notification of unauthorized access will not affect any deposits made in good faith and processed by the Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized access.
- The Client is responsible for maintaining the integrity of all computer systems used in connection with this service, and agrees, without limiting said obligations, to install all necessary security updates, patches and maintain antivirus and spyware software on any and all computers used to scan and transmit check deposits and /or store deposit related information.

The Client acknowledges that failure to comply with these measures may leave their computer systems vulnerable to malware, spyware and viruses and assumes full liability for any security breaches related.

**Eligible Items:** Client agrees to deposit only checks as defined in Federal Reserve Regulation CC. Client further agrees that the image of the check scanned for deposit shall be deemed an "item" within the meaning of article 4 of the Uniform Commercial Code as adopted in Massachusetts. You agree to only deposit checks that meet the conditions below:

- Only checks payable to the Client listed on this agreement
- Dated no more than 6 months in the past or post dated
- Are signed by the Payor
- Made payable in US Dollars
- Have not been otherwise previously negotiated
- Meet image quality standards established by the Board of Governors of the Federal Reserve Board and any other regulatory agency, clearinghouse or association.

**Non Eligible Items**

- Third Party Checks, any item made payable to another party and then endorsed to you by that party.
- Any previously negotiated check/item
- Photocopies or otherwise not original paper Checks when they are scanned

**Receipt of Items:** Client shall be responsible for verifying the Bank's receipt of Client's transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank. The Bank reserves the right to reject any item transmitted through our Service at our discretion, without liability to you. The Client shall have no right to cancel or amend any Deposit after receipt by the Bank.

**Provisional Credit:** The Bank will, upon receipt from the Client of each file containing Check images and all other required data and information, grant your designated account with a provisional credit for the total amount of such file. The provisional credit is subject to final payment of the Checks and subject to the Bank's Term and Conditions.

**Availability of Funds:** Generally, for all items transmitted before 5 PM Eastern Time on a business day, as defined in our Term and Conditions, it is the Bank's policy to make funds available to the Client on the next business day. Items deposited through the Service may have funds held for up to five business days in accordance with the Bank's Funds Availability Policy found in the Bank's Terms and Conditions.

**Errors:** The Client agrees to notify the Bank of any suspected errors regarding items deposited through this Service right away and in no event later than 60 days after the applicable Bank statement is sent. All deposits made through this Service shall be deemed correct and the Client is prohibited from bringing claim against the Bank for an alleged error.

**Returned Deposited Items:** The Bank will handle Remotely Deposited items in the same manner as if they were deposited at a branch location. The Client agrees not to rescan any checks previously deposited and returned as uncollectible.

**Storage of Checks:** The Client will store Original Checks in a safe and secure environment for 30[KG2] days after the Item has been digitized and processed. Client shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to Original Checks, and (b) that the information contained on the Original Checks or on any corresponding Imaged Items are not disclosed to third parties. Client will promptly (but in any event within 5 business days) provide any retained Original Check to the Bank as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as Bank otherwise deems necessary. The inability to produce the Original Check may result in the reversal of the original deposit if the Bank cannot collect on the check. Client will use a commercially reasonable method which is consistent with any requirements of Regulation CC and approved by Bank to destroy Original Check after the retention period has expired.

**Prohibited Business Activities:** Client is prohibited from engaging in and represents and warrants to the Bank, that they do not and shall not engage in, any business or activity that: (a) would result in being or becoming a money service business that regularly cashes third party Checks, sells money orders, or handles wire transfers or other financial services for third parties; (b) would result in accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Federal Reserve Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); (c) would result in the Bank being used as a conduit for money laundering or other illicit purposes, or (d) would directly or indirectly result in any activity or use of the Service that may be illegal or fraudulent.

**Termination:** The Client or the Bank may terminate this Agreement without prior notice. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement. The Client may terminate the Service by contacting the Bank during business hours 781-749-2200 or writing us at Hingham Institution for Savings 55 Main Street, Hingham MA 02043. Upon your request, we will terminate your service within 5 business days of receipt of your notification. We reserve the right to terminate this Agreement or limit your use of the Service at any time and for any reason at our discretion, with or without cause and without prior notice.

**Hardware and Software:** Client will promptly return the Remote Deposit Scanner to the bank at the termination of this agreement (but in any event within 5 business days). The Bank has the right to offset the cost of the scanner, up to \$500.00, from the Client's account if the scanner is not returned or not returned in working condition. The Client will ensure that the equipment for the Service is clean and operating properly, and inspect and verify the quality of images and ensure that the digitized images of Items are legible for all posting and clearing purposes. The Client shall be responsible for installing and implementing any changes and upgrades to the Services' software as required by the Bank within 5 business days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Service. The Bank shall not be liable or responsible to Client or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into Client's system, including any which allegedly delay, alter or corrupt the data of Client, whether related to the transmission of Imaged Items or other data to Bank or whether caused by the equipment, Software, Bank, Internet service providers, Internet browsers, or other parties providing communication services to or from Bank to you. Client will not reproduce the Software or other functionality or content included or used for the Service or on which the Service is based. Additionally, Client will not decompile, reverse engineer or disassemble the Software.

**Audit:** The Client shall assist the bank with any on site examinations at the location at which the client keeps the scanner and or check storage the Bank may desire to ensure compliance with the provisions of this agreement. Failure to comply with the audit, and/or to produce requested documentation may result in immediate termination of this agreement.

**Right of Offset:** The Bank may, without prior notice or demand, obtain payment of any amount due, payable to it under this Agreement by debiting the account(s) of the Client as identified in this agreement. In the event there are not sufficient funds available to cover the Client's obligations, the Client agrees that the Bank may debit any account maintained by the Client with the Bank in order to obtain payment of the Client's obligations under this Agreement.

**Disclaimer of Warranty:** Disclaimer of warranty you agree that your use of the service and all information and content (including that of third party service providers) is at your risk and is provided on an "as is" and "as available" basis. Neither the Bank nor any third party service provider makes any express or implied warranty as to the merchantability or fitness for a particular purpose, or noninfringement, quality, accuracy, or suitability of the service, and neither the Bank nor any third party service provider makes any other warranty with respect to the service except those warranties, promises, commitments, guarantees, or representations specifically stated in this agreement. Without limiting the generality of the foregoing, the Bank expressly disclaims any warranties regarding the operation, performance or functionality of the service, including, without limitation, that the service will operate without interruption or be error free. You further acknowledge that there are certain security, corruption, transmission error and availability risks associated with using open networks such as the internet, and telecommunication lines or circuits. You hereby assume all of the foregoing risks. You agree that no oral or written

advice or representation obtained from any bank employee or representative shall create a warranty or representation for purposes of this agreement or the service.

**Limitation of liability:** You understand and 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 law.

**Force Majeure:** Neither party will be liable to the other for any delay or interruption in performance as to any obligation in this Agreement resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, terrorist action, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

**Applicable Law:** This agreement is entered into in Massachusetts and shall be governed by the laws of the State of Massachusetts and of the United States.

**Assignability:** The Client may not assign their rights or obligation under this agreement.

**Other Items:** This Agreement, together with the Terms and Conditions and Business Online Agreement, are the complete and exclusive statement of the agreement between the Bank and the Client with respect to the subject matter hereof and supersedes any prior agreement(s) between the Bank and Client with respect to Remote Deposit Capture Services. In the event of any inconsistency between the terms of this agreement and the Terms and Conditions, the Terms and Conditions shall govern. No course of dealing between Bank and Client will constitute a modification of agreement, the security procedures or constitute an agreement between the Bank and Client, regardless of whatever practices and procedures the Bank and Client may use. Each of the undersigned parties represents and warrants that: (i) he/she has all necessary power and authority to execute and deliver this agreement and to perform his/her respective obligations hereunder; (ii) this agreement has been duly and validly delivered, and constitutes a legal, valid and binding obligation; and (iii) this Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned signatures shall be construed as original, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.

**Hingham Institution for Savings  
REMOTE DEPOSIT CAPTURE AGREEMENT**

IN WITNESS WHEREOF, the undersigned has duly executed the Agreement by their duly authorized Officers.

NAME: HINGHAM INSTITUTION FOR SAVINGS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Remote Deposit Capture Indemnification Agreement**

In consideration for Service privileges for the Client identified above, the undersigned agree to personally guarantee the performance of the accounts associated with the use of this service. We agree to indemnify Hingham Institution for Savings against all liability and obligation related to Service usage, including personally paying/reimbursing Hingham Institution for Savings interest, collection costs, attorney fees, court costs, and any penalties and assessments thereon.

***Signatory Designation***

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date