

# Dime Bank Mobile Remote Deposit User Agreement

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of Dime Bank’s Mobile Deposit Service that Dime Bank (“bank”, “us”, “our”, or “we”) may provide to you (“you”, “your”, or “User”). Other agreements you have entered into with Dime Bank account(s), are incorporated by reference and made part of this Agreement, including the Online Banking Agreement. By enrolling for and using the Mobile Banking Remote Deposit Service, you agree to the following:

**Service.** Pursuant to the terms of this Agreement, you may use this Service to deposit items to your account by creating an image of the item using a device, such as a mobile phone (“Capture Device”), and transmitting that image to us for the deposit (the “Service”).

**Fees.** Dime Bank currently charges no service fee for this Service, but you are responsible for any and all charges, including, but not limited to, fees associated with cellular and internet charges imposed by your communications service provider. Dime Bank may institute a fee for the Service in the future, but we will ask you to affirmatively agree to the fee before it becomes effective. If you do not agree to the fee, we may terminate this Agreement and your use of the Service. The Bank may change any such fee in the future at any time pursuant to the section titled “Acceptance of These Terms” below. You authorize Dime Bank to deduct any such fees from any Dime Bank account in your name.

**Acceptance of These Terms.** Your use of this Service 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 the secure online banking message center or by providing a link within our online banking app to the revised Agreement. Your continued use of this Service will indicate your acceptance of the revised Agreement. Further, Dime Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from this Service. Your continued use of this Service will indicate your acceptance of any such changes to this Service.

**Limitations of Service.** When using this Service, you may experience technical or other difficulties. We are not responsible or in any way liable for any technical or other difficulties or any other resulting damages that you may incur. This Service may have some 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 this Service, in whole or in part, or your use of this Service, in whole or in part, immediately and at any time without prior notice to you.

**Hardware and Software.** You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to implement and maintain internal security controls to protect the Capture Device and customer information. You are responsible for maintaining the system’s capacity and connectivity required for use of this Service.

**Image Quality.** You are responsible for the image quality of any image you transmit. If we determine, in our sole discretion, that an image that we receive from you, or for deposit to your account, is not of sufficient quality to satisfy our image quality standards, as we may establish from time to time, we may reject the image without prior notice to you. Each image must include the front and back of the item, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.

**Eligible Items.** You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). When the image of the check transmitted to Dime Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

# Dime Bank Mobile Remote Deposit User Agreement

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account in which the check is being deposited.
- Checks drawn on the same account in which you are depositing.
- 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.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside of the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Post-dated checks (checks dated after the date of deposit).
- Stale-dated checks (checks dated more than 6 months prior to the date of deposit).
- Checks prohibited by Dime Bank's current procedures relating to this Service or which are otherwise not acceptable under the terms of your Dime Bank account.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have been previously submitted through this Service or through a remote deposit capture Service offered at any other financial institution.
- Checks that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks that have previously been deposited or negotiated in any way via any method at Dime Bank or any other financial institution.
- Travelers Cheques.

**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through this Service as "Mobile Deposit at Dime Bank" or as otherwise instructed by Dime Bank. You agree to follow any and all other procedures and instructions for use of this Service as Dime Bank may establish from time to time.

**Receipt of Items.** 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 Dime 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. 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 Dime Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Rejection of Deposits.** You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you may transmit for deposit through this Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through this Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for mobile remote deposit, you must physically deposit the original check.

# Dime Bank Mobile Remote Deposit User Agreement

**Returned Checks.** You are solely responsible for verifying that checks that you deposit by using this Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because checks were returned unpaid by the payor's financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree that since the original check is your property, it will not be returned and the Bank may charge back an amount of the check, an ACH debit, or other electronic paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use this Service to deposit a substitute check and you may not deposit the original check through this Service or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

**Availability of Funds.** You agree that items transmitted using this Service are not subject to the funds' availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through this Service is received and accepted before 4:00 pm Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. The term "business day" means any day other than a Saturday, Sunday, or federally declared legal holiday. Funds deposited using this Service will generally be made available the second business day from the day of deposit. Dime Bank, in its sole discretion, may extend the hold period for a longer period under the following circumstances: (a) if we believe a check you deposit will not be paid; (b) if you have overdrawn your account repeatedly in the last six months; (c) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment; or (d) due to any other factors as Dime Bank, in its sole discretion, deems relevant.

If we are not going to make funds available to you according to the previously stated availability disclosure, we will mail you a notice by the day after we receive your deposit.

**Disposal of Transmitted Items.** Upon receipt of a confirmation from Dime Bank that we have received an image that you have transmitted, you must securely store the original check for 14 calendar days after transmission to us and make the original check accessible to us at our request. If we ask you to provide us with the original check during the time it is available, you will deliver the check to us within two business days, at your expense. If not provided in a timely manner, we may reverse the funds credited to your account in respect of such check. Promptly after the 14-day retention period expires, you must destroy the original check by first making it "VOID", and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Presenting Checks More Than Once.** Once you have used this Service to deposit a check you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check for deposit through this Service or by any other means. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify and hold the Bank harmless from and against all liability and damages that may result from any claims, suits, or demands from third parties with respect to such check or substitute check. You agree that we may debit from your account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion.

# Dime Bank Mobile Remote Deposit User Agreement

**Limits.** You may scan and submit check images for deposit to Dime Bank within the dollar limits (“deposit limits”) and number of items per business day limit established for you by Dime 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 Mobile Deposit during specified time periods. If you attempt to initiate a deposit using the Service in excess of these limits, we will reject your deposit. If we permit you to make a deposit in excess of these limits, our acceptance of such deposit will be subject to the terms of this Agreement and we will not be obligated to allow a deposit in excess of applicable limits of any other time.

**Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in a Dime Bank’s sole discretion subject to the Deposit Account Agreement and Disclosures governing your account.

**Errors.** The Bank will provide you with periodic statements that will identify the deposits you make through this Service. In addition, you may access the Bank’s Online Banking Service for information about your deposits, return items, deposit adjustments, checks, and other transactions on your account. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through this Service have been received and accepted by the Bank and are accurate. Receipt of a check by the Bank through this Service does not constitute an acknowledgement by the Bank that the check is error free or that we will be liable for the check.

**Errors in Transmission.** By using this Service, you accept the risk that an item may be intercepted or misdirected during transmission. Dime Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**User Warranties and Indemnification.** You warrant to Dime Bank that:

- You will only transmit eligible items
- You will not transmit duplicate items
- You will not re-deposit or re-present the original item
- All information you provide to Dime Bank is accurate and true
- You will comply with this Agreement and all applicable rules, laws, and regulations
- You are not aware of any factor which may impair the collectability of the item
- You agree to indemnify and hold harmless Dime Bank from any loss for breach of this warranty provision

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including providing, upon request and without further cost, any originals or copies of items deposited through this Service in your possession and your records relating to such items and transmissions.

**Termination.** We may terminate this Agreement at any time, for any reason, and without notice. 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 or condition of this Agreement, if you use this Service for any unauthorized or illegal purposes or you use this Service in a manner inconsistent with the terms of your account agreement or any other agreement with us.

You may terminate your use of this Service at any time by giving notice to us. Your notice will not be effective until we receive your notice of termination and we have had reasonable time to act upon it. Notwithstanding termination, this Agreement will continue to apply to the processing of any check transmitted through the Service prior to termination.

# Dime Bank Mobile Remote Deposit User Agreement

**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.

**Ownership and License.** You agree that Dime Bank retains all ownership and proprietary rights in this Service, associated content, technology, and website(s). Your use of this 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 immediately terminates your right to use this Service. Without limiting the restriction of the foregoing, you may not use this Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Dime Banks' business interest, or (iii) to Dime Bank's actual or potential economic disadvantage in any aspect. You may use this 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 this Service.

**Disclaimer of Warranties.** You agree your use of this 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 this 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 this Service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from this Service will be accurate or reliable, and (iv) any errors in this 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 resulting from the use or the inability to use this Service 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 Service, regardless of the form of action or claim (whether contract, tort, strict liability, or otherwise), even if Dime Bank has been informed of the possibility thereof.

**Contact Us.** You may contact us by calling 860.859.4300, via email at [eBanking@dime-bank.com](mailto:eBanking@dime-bank.com), or in writing to our eBanking Department: 290 Salem Tpke, Norwich, CT 06360.

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