

Consumer Remote Deposit Capture Service Agreement

Introduction. The words “we”, “us”, and “our” refer to Urban Partnership Bank and the words “you” and “your” refer to the Account Owner.

This Consumer Remote Deposit Capture Service Agreement (“**RDC Agreement**”) shall govern the terms and conditions for your use of our Consumer Remote Deposit Capture Service (“**RDC Service**”). The terms and conditions of the Consumer Deposit Account Agreement (“**Account Agreement**”) are fully incorporated into and made part of this RDC Agreement as if fully set forth herein; in the event of any conflict between the terms of the Account Agreement and this RDC Agreement, the terms of this RDC Agreement shall be controlling. Any term used but not defined in this RDC Agreement shall have the meaning as set forth in the Account Agreement. The words and phrases in this RDC Agreement should be construed so that the singular includes the plural and the plural includes the singular.

Your use of our RDC Service will evidence your acknowledgement and agreement of the terms and conditions set forth in this RDC Agreement. We retain the ability to either approve or deny your use of our RDC Service in our sole and absolute discretion; you agree to pay any fees that we may charge in conjunction with such RDC Service (as set forth in the Schedule of Banking Fees).

If you have established a new account with us, that account shall not be eligible for our RDC Services the first thirty (30) days after account opening.

All times referenced in this RDC Agreement are Central Time (CT).

Our RDC Service is only for use with respect to your accounts used primarily for personal, family, or household purposes and may not be used for any business purposes.

RDC Service. Our RDC Service allows you to make certain deposits to an account with us electronically from your camera-enabled mobile device that creates an electronic image of paper checks payable in U.S. Dollars (“**Check**”) by scanning the Check and transmitting it and the related data to us or, our designated processor.

When you use our RDC Service, you agree that:

- Before you scan a Check, you shall endorse the Check with your name and the legend “*For Deposit Only*”.
- After the Check has been scanned and submitted to us for deposit, you shall not otherwise transfer or negotiate the original Check, substitute check or any other image.
- You shall be responsible for the original Check, including storage, retrieval, and destruction.
- The electronic image of the Check or any other substitute check, as defined by federal law, will become the legal representation of the Item.
- The Federal Reserve Board Regulation CC (“**Reg. CC**”) provision regarding the availability of funds shall not apply when you transmit the Check to us.
- We may return or refuse to accept all or any part of a deposit to your account using our RDC Services at any time and we shall not be liable for doing so even if such action causes outstanding checks, regardless of the manner received by us for deposit, Items, or debits to your account to be dishonored, and returned.

Prohibited Transactions. You agree that you shall not:

- Deposit a Check payable to any person or entity other than you (i.e. no third party deposits).
- Deposit a Check drawn on foreign financial institutions or payable other than in United States money.
- Deposit a Check containing apparent alteration to any of the information on the front of the Check.
- Deposit a Check that was converted to a substitute check (as defined in Reg. CC).
- Deposit a remotely created check (as defined in Reg. CC).
- Redeposit a Check previously deposited and returned to you.

Image Quality. The image of any Check transmitted to us using our RDC Service must be legible and contain images of the front and the back of the Check. The image quality must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

If we determine, in our sole discretion, that any image quality does not comply with the requirements as set forth above then we may choose to not accept the Item and return it to you and charge back your account.

Deposit Limits. The maximum amount you may deposit with our RDC services on any single Business Day is \$2,000. You may not deposit more than five (5) Items on any single Business Day using our RDC Services. The maximum check amount for any one Item is \$1,500.00.

Processing Equipment and Processing Software. You must obtain the RDC Service within our mobile application. You must comply with the mobile device hardware, software, and other requirements, as well as applicable security procedures, as set forth in this RDC Agreement or any supplemental information and/or instructions provided by us from time to time.

We reserve the right, as encryption technology develops to impose further requirements to maintain the appropriate level of security for our RDC Service and transactions contemplated hereunder and you agree to abide by such requirements.

Furthermore, you understand and acknowledge that if you do not implement and follow your own commercially reasonable hardware, software, physical access, and physical storage security procedures regarding any of the data owned by you, which includes such data containing sensitive personally identifiable information of any individual, the security of your RDC deposits may be compromised.

YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR USER ID AND PASSWORD AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.

Liability, Limitations On Liability, Indemnification. In the performance of this RDC Agreement, we shall be entitled to rely solely on the information, representations, and warranties provided by you pursuant to this RDC Agreement and the use of our RDC Service, and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for performing the services expressly

provided for in this RDC Agreement, and shall be liable only for our gross negligence or willful misconduct in performing those services.

We shall not be responsible for your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal, or authorization of any deposit received from you) or those of any other person, including, without limitation, any Federal Reserve Bank, or transmission or communications facility, and no such person shall be deemed our agent.

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, the absence of any latent or patent defects, viruses, or the accuracy or freedom from error, of the data or the program used by or furnished to us or to you by licensor or others, in connection with any software or RDC Service provided to you under this RDC Agreement. Without limiting the generality of the foregoing, we make no representation or warranty, express or implied, against any infringement of any proprietary rights of any other party. You assume the entire risk as to the quality and performance of the software provided, and the suitability of our RDC Service. This paragraph shall survive the termination of this RDC Agreement by either you or us, and also limits the liability of any agent, employee, or affiliate of ours. We do not and cannot warrant that the software provided will operate without errors, or that any or all RDC Service will be available and operational at all times.

You agree to indemnify us for any loss or expense (including attorney's fees and expenses of litigation) resulting from:

- Your breach of any of the representations or warranties made by you pursuant to this RDC Agreement.
- Any claim pertaining to any warranty or indemnity we make with respect to an Item under Check 21, Reg. CC, Reg. J Rules, and all other laws, regulations and industry and clearing house rules applicable to Items.

Termination. Either party may terminate our RDC Service, with or without cause, upon thirty (30) calendar days' written notice to the other of its intent to do so, sent to you at your statement address and sent to us at the address provided herein. In the event of termination of our RDC Service, your rights and responsibilities as well as ours, shall continue through any applicable settlement period, including your responsibility to pay us for RDC Service and with respect to transactions processed prior to the effective date of termination. If RDC Service are terminated by us, we may accelerate all amounts due and to become due, and you agree to promptly make full payment to us of all amounts due and amounts incurred by you through your use of our RDC Service.

Any termination of this RDC Agreement shall not affect any of our rights and your obligations with respect to deposits initiated by you prior to such termination, or the payment obligations of yours with respect to services performed by us prior to termination, or any other obligations that survive termination of this RDC Agreement.

We reserve the right to terminate this RDC Agreement immediately upon providing written notice to you of such termination.

Contact Us. For any questions or to report any problems with our RDC Services product please call us at 800.905.7725, or send an e-mail to customerservice@upbnk.com or write to us at this address:

Urban Partnership Bank

PO Box 19260
Chicago, IL 60619-0260

In the event of any unforeseen issues or failure of our RDC Services for deposits, your deposits can be made in person at one of our branch locations or by mailing deposits to:

Urban Partnership Bank
PO Box 19260
Chicago, IL 60619-0260

Amendments. From time to time, we may amend any of the terms and conditions contained in this RDC Agreement, including, without limitation, any cutoff time or any Business Day. Such amendments shall become effective on the second Business Day after our furnishing that notice to you or such later date as may be stated in our notice to you. You agree that your use of our RDC Services after we provide notice of such changes constitutes your acceptance of the changes.

Entire Agreement. This RDC Agreement together with the Account Agreement, and other applicable agreements between you and us is the complete and exclusive statement of the agreement between you and us with respect to the subject matter hereof and supersedes any prior agreement between you and us with respect to such subject matter.

Non-Assignment. You may not assign this RDC Agreement or any of the rights or duties hereunder to any person.

Waiver. We may waive enforcement of any provision of this RDC Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this RDC Agreement.

Binding Agreement; Benefit. This RDC Agreement shall be binding upon and solely for the benefit of the parties hereto and their respective legal representatives. This RDC Agreement is not for the benefit of any other person, and no other person shall have any right against us or you hereunder.

Severability. In the event that any provision of this RDC Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this RDC Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.