

## Remote Deposit Capture Application End User License Agreement

This Remote Deposit Capture Application End User License Agreement (“**Agreement**”) constitutes a legal agreement between you (an individual, company, or any other entity) and Urban FT Client Solutions, LLC, organized and existing under the laws of the State of New York (collectively and individually referred as “we” “us” “our”) and governs your use of the remote deposit capture application as defined under 1(a) for conducting financial transactions provided.

### 1. DESCRIPTION OF APPLICATION

(a) Remote deposit capture is a personal financial information management service that allows you to transmit and deposit checks through a mobile app, tablet, or other interface provided by a financial institution or other Urban FT client with whom you have a relationship (the “**Service**”).

(b) We reserve the right to modify the scope of the Services at any time. We reserve the right to refuse to make any transaction you request through the Service. You agree and understand that the Services may not be accessible or may have limited utility over some networks, such as while roaming.

### 2. LICENSE AND RESTRICTIONS

(a) Subject to the terms of this Agreement, we hereby grant you a limited, personal, revocable, nonexclusive, non sublicensable, non assignable, non transferable, non resellable license and right to use the Service.

(b) You acknowledge and agree that any and all intellectual property rights (the “**IP Rights**”) in the Service are and shall remain the exclusive property of us. Nothing in this Agreement intends to or shall transfer any IP Rights to, or to vest any IP Rights in, you. You are only entitled to the limited use of the rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third party content that is not contained in the Service, but may be accessed through the Service, is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties.

(c) You agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Service or any part thereof without our prior written consent.

(d) You agree not to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Service or any part thereof. You agree not to intercept, capture, emulate, or redirect the communications protocols used by us for any purpose, including without limitation causing the Service to connect to any computer server or other device not authorized by us.

(e) We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to the Service. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Service. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install or use a new version of the Service.

(f) We have no obligation whatsoever to furnish any maintenance and support services with respect to the Service, and any such maintenance and support services provided will be provided at our discretion.

(g) You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Service by you, including, your location, device-based location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing the Services. This license shall survive termination of this Agreement for such period as necessary for us to provide the Services, comply with the law, or comply with an internal guidelines or procedures.

### 3. COMPLIANCE AND INDEMNIFICATION

(a) You agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable checks for deposit and will handle the original checks in accordance with applicable laws, rules and regulations.

(b) Any image of a check that you transmit using the Service must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements.

(c) You are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned.

(d) In the event any check that you transmit for remote deposit that is credited to your account is dishonored, you authorize us to debit the amount of such check from your account.

(e) You understand and agree that the Services may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the internet. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at branches or through ATMs or by mailing the original check to your other financial institution at its then current address. It is your sole responsibility to verify that checks deposited using the Services have been received and accepted for deposit.

(f) Processing of transactions may be limited based on our normal hours of operation, or those of third party financial service organizations involved in a transaction.

(g) You make the following warranties and representations with respect to each image of an original check you transmit when utilizing the Service:

(i) Each image of a check transmitted to us 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.

(ii) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

(iii) You will not deposit or otherwise endorse to a third party the original check (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the check (either 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 a check it has already paid.

(iv) Other than the digital image of an original check that you remotely deposit through the Service, there are no other duplicate images of the original check.

(v) You are authorized to enforce each check transmitted or are authorized to obtain payment of each check on behalf of a person entitled to enforce such transmitted check.

(vi) The information you provided is true and correct.

(vii) You have not knowingly failed to communicate any material information to us.

(viii) You have possession of each original check deposited using the Service and no one will submit, or has submitted, the original check for payment.

(ix) Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

(h) You agree to indemnify and hold us harmless, along with our directors, officers, employees, shareholders, and agents from and against all liabilities, losses, costs, expenses (including reasonable attorney's fees), and damages resulting from: (1) any negligent acts, omissions or willful misconduct by you; (2) your use of the Service; (3) any breach of this Agreement by you; and/or (4) your violation of any law or of any rights of any non-party. The provisions of this section are for the benefit of us and our officers, directors, employees, shareholders, agents, and licensors. Each of these individuals or entities expressly retains the right to assert and enforce those provisions directly against you on its own behalf.

#### 4. TERMINATION

(a) This Agreement and your use of the Service may be immediately terminated if your use of the Service violates any term of this Agreement or any other applicable agreement between you and us.

(b) Upon termination of this Agreement you acknowledge and agree that all licenses and rights to use the Service shall terminate and will cease any and all use of the Service.

#### 5. LEGAL COMPLIANCE AND EXPORT RESTRICTIONS

(a) You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Service may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply

with all applicable US and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

## 6. WARRANTY DISCLAIMER

(a) WE CANNOT FORESEE OR ANTICIPATE ALL TECHNICAL OR OTHER DIFFICULTIES RELATED TO THE SERVICE. THESE DIFFICULTIES MAY RESULT IN LOSS OF DATA, PERSONALIZATION SETTINGS OR OTHER SERVICE INTERRUPTIONS. WE ASSUME NO RESPONSIBILITY FOR ANY DISCLOSURE OF ACCOUNT INFORMATION TO NON-PARTIES, THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS IN CONNECTION WITH YOUR USE OF THE SERVICE.

(b) WE ASSUME NO RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY OR AVAILABILITY OF ANY COMPUTING DEVICE OR NETWORK WHICH YOU UTILIZE TO ACCESS OR USE THE SERVICE.

(c) YOU AGREE TO EXERCISE CAUTION WHEN UTILIZING THE SERVICE ON YOUR COMPUTING DEVICE AND TO USE GOOD JUDGMENT AND DISCRETION WHEN OBTAINING OR TRANSMITTING INFORMATION.

(d) THE SERVICE PROVIDED HEREUNDER IS PROVIDED "AS IS," WITH ALL WARRANTIES DISCLAIMED, INCLUDING, ALL EXPRESS OR IMPLIED WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. THERE IS NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES SHALL BE BORNE SOLELY BY YOU.

(e) THERE IS NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICE ARE AT YOUR SOLE RISK AND DISCRETION AND WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO FOLLOW PROPER BACKUP PROCEDURES TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM USE OF THE SERVICE.

(f) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

(g) SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

## 7. LIMITATION OF LIABILITY

(a) IN NO EVENT SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC (INCLUDING, BUT NOT LIMITED TO LOST REVENUES OR LOST PROFITS) OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. OUR TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED AT ONE CENT.

THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

8. NOTICES/CONTACT INFORMATION

(a) All communication with us should specify your name and Account information. Our contact information is as follows: Urban FT Client Solutions, LLC, 400 Spectrum Center Drive, Suite 1900, Irvine, CA 92618. All notices from you must be made in writing. Legal notice to us shall be effective when directed to our Legal Department and received at our address.

9. GENERAL INFORMATION

(a) The laws of the State of New York and applicable provision of federal law, excluding its conflicts-of-law rules, govern this Agreement.

(b) If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

(c) The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

(d) You agree not to transfer or assign this Agreement or any of your rights under this Agreement. Any purported transfer or assignment by you in violation of this section is void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives.

(e) The provisions of this Agreement relating to intellectual property ownership, restrictions on use, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason.

(f) The section titles in this Agreement are for convenience only and have no legal or contractual effect.

(g) Any controversy or claim arising out of or relating to this Agreement is to be resolved by arbitration. The arbitration is to be administered by the American Arbitration Association and is to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration is to be held before a panel of three arbitrators, each of whom must be independent of the parties. No later than 15 days after the arbitration begins, each party shall select an arbitrator and request the two selected arbitrators to select a third neutral arbitrator. If the two arbitrators fail to select a third on or before the 10th day after the second arbitrator was selected, either party is entitled to request the American Arbitration Association to appoint the third neutral arbitrator in accordance with its rules. Before beginning the hearings, each arbitrator must provide an oath or undertaking of impartiality. Either party may seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party. By doing so, that party does not waive any right or remedy under this Agreement. The interim or provisional relief is to remain in effect until the arbitration award is rendered or the controversy is resolved. The arbitrators are to

have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the provisions of this Agreement. Any arbitration proceeding under this Agreement must be commenced no later than two years after the controversy or claim arose. Failure to commence in a timely arbitration proceeding constitutes both an absolute bar to the commencement of an arbitration proceeding with respect to the controversy or claim, and a waiver of the controversy or claim. The arbitrators are to interpret all controversies and claims arising under or relating to this Agreement in accordance with the laws set forth in Section 9(a). The arbitration is to be conducted in New York. Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to arbitration is final and may be entered and enforced in any court of competent jurisdiction.