



Mobile Banking Addendum to Online Banking Agreement

(as of 11/17/22)

This is an addendum ("Addendum") to your Online Banking Agreement ("Agreement") and sets forth the additional terms and conditions for use of the mobile banking services ("Mobile Banking") offered by The Bank of Canton (the "Bank") to you. Mobile Banking includes a free download of the Bank's Mobile Banking Application, designed specifically for iPhone®, Android™ and various other devices (the "Mobile App"). Except where modified by this Addendum, the Agreement remains in full force and effect. Terms defined in the Agreement that are not defined in the Addendum have the meaning provided in the Agreement. This Addendum and the Agreement constitute the entire agreement between the Bank and you relating to Mobile Banking, supersede any other agreements relating to Mobile Banking, and may only be amended as provided in the Agreement. If a discrepancy or inconsistency is determined to exist between the terms and conditions of this Addendum and the Agreement, then this Addendum shall control with respect to Mobile Banking, but only to the extent necessary to address the discrepancy or inconsistency. This Addendum supplements and is part of the deposit account agreement ("Account Agreement") for your Designated Account (as defined below). If you have signed up for any of the Bank's additional electronic banking services, you will also receive separate agreements outlining terms for these services.

I. ACCEPTANCE OF ADDENDUM

A. Accepting this Addendum

By clicking "I Agree" when you register for Mobile Banking or by using Mobile Banking, you agree to the terms and conditions of this Addendum.

B. Description of Services

Mobile Banking is a financial information management service that allows you to:

- (i) access information pertaining to your accounts at the Bank such as balances and recent transaction history;
- (ii) transfer funds between your accounts at the Bank;
- (iii) set up optional account alerts to be delivered either to your mobile phone using SMS text messaging (standard text rates apply), and/or via email;
- (iv) make payments to merchants and individuals who have previously consented to accept payments through the Bank's online bill pay service; and
- (v) initiate other banking transactions using compatible and supported mobile phones and/or other compatible and supported mobile devices.

Not all Mobile Banking services are available on all types of mobile devices. The Bank's web site (<https://www.thebankofcanton.com/>) has the most up-to-date list of Mobile Banking services.

Mobile Banking allows Bank customers to have mobile access to their account information (e.g., for checking balances and last transactions) over Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. The Bank's participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. This program will be ongoing. **Message & Data rates may apply.** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: **72080**. You will receive a one-time opt-out confirmation text message. After that, you will not receive any future messages. Customers will be allowed to opt out of this service at any time.

The Bank reserves the right to modify the scope of the Mobile Banking at any time. The Bank reserves the right to refuse to complete any transaction you initiate through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

C. Use of Services

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your mobile device and the Mobile App. From time to time we may change, upgrade, or add new features to Mobile Banking.

In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile App. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your mobile device.

D. Relationship to Other Agreements

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with the Bank. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Mobile App, receiving or sending Mobile Banking text messages, or other use of your mobile device when using the Mobile App or other products and services provided with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving the Bank. You also agree that if you have any problems with Mobile Banking, you will contact the Bank directly.

II. MOBILE BANKING SOFTWARE LICENSE AGREEMENT

A. License

Subject to any compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Mobile App on your mobile device within the United States and its territories. In the event that you obtain a new or different mobile device, you may be required to download and install the Mobile App to that new or different mobile device.

B. License Restrictions/Revocation

This License shall be revoked immediately upon any of the following conditions:

- (i) your termination of Mobile Banking;
- (ii) your termination of electronic banking;
- (iii) your deletion of the Mobile App from your mobile device;
- (iv) your noncompliance with this Addendum; or
- (v) written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Mobile App from your mobile device and/or discontinue use. The Bank and its service providers (which includes, without limitation, any provider of Mobile App such as Fiserv, Inc. and its affiliates (collectively, "Fiserv") reserve all rights not granted to you in this Addendum.

C. Mobile App

The Mobile App shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Mobile App. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile App, (ii) copy or reproduce all or any part of the technology or Mobile App, or (iii) interfere, or attempt to interfere with the technology or Mobile App. The Mobile App does not include various third party operating systems and applications that will be required to use the Mobile App. You will be solely responsible for such third party software. You acknowledge that the Mobile App contains trade secrets and other proprietary and confidential information, whether or not the Mobile App contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Mobile App.

You (a) will not print, copy, or duplicate any portion of the Mobile App, (b) will not alter any copyright notices on the Mobile App, (c) will not make the Mobile App available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Mobile App to inform them of the confidential nature thereof and to obtain their compliance with the terms of this paragraph, (e) only will use the Mobile App for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of the Bank's procedures and requirements for use of the Mobile App. The provisions of this paragraph will survive termination of this Addendum.

III. YOUR OBLIGATIONS

You must designate one or more checking, savings, or money market accounts with the Bank into which you may deposit drafts, other than documentary drafts, payable on demand and drawn on a bank (each a "Check") using Mobile Banking (each a "Designated Account") by identifying such Designated Account on your Remote Deposit Services Enrollment Form. When you use Mobile Banking to access a Designated Account, you agree to the following:

A. Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information that may be accessed with Mobile Banking. You represent and agree that all information you provide to the Bank in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up-to-date and accurate. You agree that the Bank and its service providers may send you, by SMS text message, e-mail, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking and other electronic banking services. You agree to use Mobile Banking carefully, to keep your password strictly confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to the Bank promptly by calling the Bank at 888-828-1690, and to cancel immediately your participation in Mobile Banking if you observe any material errors in Mobile Banking services.

B. Location-Based Information

If you use any location-based feature for Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through the Mobile App. If you wish to revoke access to such information you may cease using location-based features of the Mobile App.

C. Export Control

You acknowledge that the Mobile App is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Mobile App. You agree that you will not directly or indirectly use, export, re-export, or transfer the Mobile App except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

D. Proprietary Rights

You are permitted to use content delivered to you through Mobile Banking only on the Mobile App. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse

engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Mobile App or other mobile phone applications associated with Mobile Banking.

E. User Conduct

You agree not to use Mobile Banking or any software that you may obtain from Mobile Banking ("Software") in or for any illegal, fraudulent, unauthorized or improper manner or purpose, and that you will only use Mobile Banking and the Software in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by the Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose the Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

F. Indemnification

You agree to defend, indemnify and hold harmless the Bank, its licensors and providers of services, and their respective directors, officers, shareholders, employees and agents from and against any third party suits, proceedings, claims, demands, causes of action, damages, liabilities, losses, claims, damages or expenses (including reasonable attorneys' fees and other legal expenses) that result from or arise out of the use of Mobile Banking, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone, including:

- (i) Any claim of any person that is responsible for any act or omission by you or your employees or agents;
- (ii) Any claims against the Bank from a third party resulting directly or indirectly under this Addendum where the Bank has acted in accordance with your instructions and/or within the terms of this Addendum;
- (iii) Your failure to provide the appropriate information for an instruction via the Mobile App;
- (iv) Your failure to provide and maintain accurate information in this Addendum and the Mobile App;
- (v) Any breach by you of any representation or agreements made pursuant to or in this Addendum;
- (vi) Any wrongful acts or omissions or negligence by you, or by any person acting on your behalf, in connection with your use of the Mobile App hereunder;
- (vii) Any act or omission of the Bank that is in accordance with this Addendum or instructions from you;

(viii) Any breach of this Addendum by you, including without limitation any breach of any representation or warranty made by you hereunder;

(ix) Any claim by any recipient of a Substitute Check (as defined below) corresponding to a Check processed by you hereunder; or

(x) Any failure to endorse a Check in accordance with Section 12 of the Mobile Banking portion of this Addendum.

G. Charges for the Service

Depending on the type of account(s) you have with the Bank, there may be a fee to use Mobile Banking, see current "Schedule of Fees for Consumer Banking Products" (for non-business customers) and/or "Business Fee Schedule" (for business customers). If applicable, you agree to pay the fee for Mobile Banking as set forth in the Bank's fee schedule and as may be changed from time to time. Separately, your mobile carrier or other communications provider may charge data usage rates and text message fees. You authorize the Bank to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with the Bank's Schedule of Fees.

IV. ADDITIONAL PROVISIONS

A. Mobile Banking Services Limitations

1. Neither the Bank, nor any of its service providers, including Fiserv, may foresee or anticipate all possible technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions.
2. Neither the Bank, nor any of its service providers, including Fiserv, assumes responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking.
3. Neither the Bank, nor any of its service providers, including Fiserv, assumes responsibility for the operation, security, functionality or availability of any mobile device or mobile network that you utilize to access Mobile Banking.
4. You agree to exercise caution when utilizing the Mobile App on your mobile device and to use good judgment and discretion when obtaining or transmitting information.
5. Information about activity is synchronized between the Mobile App and the Bank's website. Transfer and payment information available through the Mobile App may differ from the information that is available directly through the Bank's website. Information available directly through the Bank's website may not be available through the Mobile App, may be described using different terminology, or may be more current than the information available through the Mobile App, including but not limited to account balance information. The method of entering instructions via the Mobile App also may differ from the method of entering instructions through the Bank's website. We are not responsible for such differences, whether or not attributable to your use of the Mobile App. Additionally, you agree that neither we nor the Bank's service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

B. Privacy and User Information

You acknowledge that in connection with your use of Mobile Banking, the Bank and its affiliates and service providers, including Fiserv, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. The Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and its affiliates and service providers also reserve the right to monitor use of Mobile

Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

C. Changes or Cancellation

You may cancel your participation in Mobile Banking by calling the Bank at 888-828-1690, or by visiting the Bank at <https://www.thebankofcanton.com/>. The Bank reserves the right to change or cancel Mobile Banking at any time without notice. The Bank may also suspend your access to Mobile Banking at any time without notice and for no reason or any reason including but not limited to, your non-use of Mobile Banking. You agree that the Bank will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

D. Use of Data

The Bank and its service providers, will use information you provide for purposes of providing Mobile Banking services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking in a month).

E. Third Party Beneficiary

You agree that the Bank's service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries to this Addendum, with the power to enforce its provisions against you.

F. Limitations and Warranty Disclaimers

The Bank and its service providers disclaim all warranties relating to Mobile Banking or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor the Bank's service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or the Bank's service providers, as applicable, have been advised or, have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Mobile Deposit

1. Description of Service

Mobile Deposit allows you to deposit money into certain accounts you have at the Bank using your mobile device camera and the Bank's software application for mobile devices or "Mobile App." To use Mobile Deposit, you must be a Bank account holder and have agreed to the Agreement and this Addendum. You may transmit deposits to the Bank electronically only from a mobile capture device located in the United States. Mobile Deposit allows you to deposit Eligible Checks, as defined below, into your account(s) with the Bank from remote locations by imaging Eligible Checks and transmitting those resulting images (the "Digital Images") to the Bank using your mobile device.

2. Fees

Depending on the type of account(s) you have with the Bank, there may be a fee to use Mobile Deposit, see current "Schedule of Fees for Consumer Banking Products" (for non-business customers) and/or "Business Fee Schedule" (for business customers). If applicable, you agree to pay the fee for Mobile Deposit as set forth in the Bank's fee schedule and as may be changed from time to time. Internet data usage rates may apply from your Internet service provider or mobile carrier.

3. Equipment

To use Mobile Deposit, you must have a supported mobile device, such as a smartphone that is compatible with the Mobile App, with a camera and a supported operating system, have a data plan for your mobile device, and download the Mobile App to your mobile device. The Bank does not represent or warrant that any particular mobile device or operating system is compatible with Mobile Deposit.

4. Eligible Checks

You may only deposit Checks using Mobile Deposit. You agree that the Checks you deposit will only be Eligible Checks. “Eligible Checks” are limited to the first paper Check issued with respect to a particular payment transaction (the “Original Check”) made out to you, drawn on a U.S. financial institution, and payable solely in U.S. dollars. In addition, Eligible Checks do not include any of the following:

- Checks drawn on any financial institution located outside the United States or its territories or that otherwise do not clear through the Federal Reserve System;
- Any Checks or items made payable to any person, company or party other than you that is also the owner of the Designated Account into which the Check or item is deposited or intended to be deposited;
- Checks payable jointly to two or more persons;
- Checks that are not endorsed as required in Section 12 of the Mobile Banking portion of this Addendum;
- Checks or items containing any alteration or forgery, or that you know or suspect, or should have known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn;
- Checks or items drawn or written on an account owned by you or on which you are a signer;
- Checks drawn or written on any account of any business entity of which you, or the individual named in the Remote Deposit Services Enrollment Form and anyone else authorized by that individual to exercise control over the Designated Accounts and deposits made through Mobile Deposit, are a principal, officer or authorized signer, unless prior approval has been obtained from the Bank in writing;
- Checks or other items for which you are not a holder in due course under the Uniform Commercial Code;
- “Remotely created checks” or “electronically created checks” as defined by Federal Reserve Regulation CC at 12 C.F.R. Part 229, as amended from time to time (“Regulation CC”);
- Substitute Checks, as defined in Regulation CC (“Substitute Checks ”);
- Payable through drafts;
- Noncash items or any other item that is not a paper Check;
- Checks or items that are drawn or otherwise issued by the U.S. Treasury;
- Cashier’s checks, teller’s checks, or traveler’s checks;
- Money orders other than money orders that are issued by and drawn on a U.S. banking institution;
- Checks or items that are stale-dated or more than six (6) months old;
- Checks or items that are post-dated or future-dated;
- Checks or items not payable in U.S. currency;
- Checks or items that have been previously deposited in any manner (including use of any remote or mobile deposit service or any other means); and
- Checks or items prohibited by the Bank’s current procedures or that otherwise are not acceptable under the terms of the Designated Account.

5. Receipt of Deposits

The Bank reserves the right to reject any Check transmitted through Mobile Deposit, at its discretion, without liability to you. The Bank is not responsible for processing or transmission errors that may occur, or for deposited items that the Bank does not receive. A Digital Image will be deemed received when you view your deposit history on the Mobile App and it displays accepted. In accepting Eligible Checks for deposit or collection, the Bank makes no warranty as to the collectability of the Eligible Checks. The Bank further reserves the right to charge back to your account at any time any Eligible Check that the Bank subsequently determines was not an Eligible Check. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of the Bank’s chargeback of an item.

6. Returned Deposits

If an Eligible Check deposited through Mobile Deposit is dishonored, rejected or otherwise returned unpaid for any reason including insufficient funds, then you will receive an image, reproduction or substitute of the Eligible Check and the Bank may set off the amount of the returned Eligible Check by debiting the account into which you deposited the returned Eligible Check or by transferring funds from another account held by you with the Bank. Notifications of delayed availability or return of the deposit may not be available to you through Mobile Deposit or the Application, and may be mailed or sent through other means deemed acceptable by the Bank. You will be responsible for reimbursing the Bank for all loss, cost, damage or expense related to the processing of the returned Eligible Check. You are prohibited from attempting to deposit or otherwise negotiate an Eligible Check through Mobile Deposit if it has been charged back to you. You are solely responsible for verifying the validity of an item returned as forged or counterfeit, and if you suspect that an item is forged or counterfeit then you must not deposit that item using Mobile Deposit. The Bank is not responsible for detecting forged or counterfeit items that you deposit.

7. Funds Availability and Deposit Cut-Off Times

Checks deposited to your Designated Account through Mobile Deposit by means of Digital Images are treated as "checks" for purposes of the Bank's Funds Availability Disclosure. The Bank will process all Eligible Checks transmitted and received, except when prevented from doing so due to equipment or electrical failures or any other condition beyond the reasonable control of the Bank. Notwithstanding any provision of this Addendum to the contrary, the Bank has the discretion to reject any deposit for any reason.

For purposes of determining the availability of funds, deposits made through Mobile Deposit are posted to your Designated Account based on the cut-off times described below and the Digital Images transmitted to us through Mobile Deposit are considered received by us upon our successful receipt of the transmission of such images that are complete, usable and adhere to the requirements of this Addendum and the data specifications set forth in the Remote Deposit Services User Guide. If the Digital Images are not complete, are not usable, or do not adhere to this Addendum or to such data specifications, we may be delayed in processing such items or may be unable to process such items, in which case your deposit will be adjusted as appropriate. Eligible Checks may be subject to delayed availability in other cases. Reasons for delayed availability include but are not limited to repeated overdrafts or a missing required endorsement. If such delay is applied, then you will receive notice through electronic mail or regular U.S. mail with specific information about the delay.

In addition, the availability of funds is subject to the following cut-off times: deposits completed and approved before 4:00 PM Eastern Standard Time (EST) on a Business Day will be posted to your Designated Account the same Business Day. Deposits completed after 4:00 PM EST on a Business Day, or at any time on a non-Business Day, will be posted on the next Business Day. You will receive automated deposit confirmations in the form of a unique transaction confirmation number from successful transmissions at the time a deposit is transmitted to the Bank. It is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet the availability schedules of the Bank as set forth in the Account Agreements or as otherwise established by the Bank. In addition, you are responsible for understanding and building into your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

8. Image Quality

The front and back images of an item transmitted to the Bank must be legible. Items with poor image quality may delay the deposit process, and you may be instructed to deposit the Check using other methods. You agree that the Bank shall not be liable for any damages resulting from items with poor image quality, including those related to rejection of, or the delayed or improper crediting of such a Check, or from any inaccurate information you supply regarding the Check or item.

9. Transmitting Digital Images for Deposit

You agree that the manner (for example, but without limit, image exchange, automated clearing house, or Substitute Check) in which the Bank processes, presents or clears your Digital Images for deposit shall be determined by the Bank in its sole and absolute discretion. We reserve the right to select the clearing agents through which we clear Digital Images in our discretion, and you agree to be bound by any clearinghouse agreements, private bank agreements, operating circulars and image exchange agreements to which we are a

party. All Digital Images transmitted to the Bank using Mobile Deposit are “items” and “checks” for purposes of Articles 3 and 4 of the Uniform Commercial Code, regardless of the manner in which the Bank processes and clears the Digital Image.

10. Errors

You must notify the Bank of any errors, or suspected errors, related to the items deposited through Mobile Deposit as soon as possible after they occur, and in no event later than sixty (60) days after the related account statement is sent. You can contact the Bank by calling 888-828-1690 or by visiting the Bank at <https://www.thebankofcanton.com/>. Unless you notify the Bank within sixty (60) days, the account statement containing the deposits made through Mobile Deposits is deemed correct, and you cannot bring a claim against the Bank for any alleged errors.

11. Deposit Limits

The Bank may impose dollar limits on individual checks that may be deposited using Mobile Deposit, total daily dollar limits for all Checks deposited on the same day, and total limits on the number of Checks that may be deposited each day (collectively and individually, “Deposit Limits”). Mobile Deposit Checks are limited to a maximum of: \$3,000.00 per item; and \$3,000.00 per day. Effective upon notice to you, the Bank may change any or all such Deposit Limits at any time in its discretion. If you exceed the Deposit Limits that we have established for you, we may, in our sole and absolute discretion, either (a) accept the deposited Check(s) in excess of these limits or (b) refuse to accept the Checks that would cause you to exceed your limits or that are submitted to us when you have already exceeded the applicable limit. If you exceed your Deposit Limits, we also may terminate Mobile Deposit without notice to you, except as such notice is required by law. If we do at any time accept a Check for deposit through Mobile Deposit when the Check would cause you to exceed one or more of your Deposit Limits or when you have already exceeded such Deposit Limits, we have no obligation to do so in the future. You will receive notification of the rejected item through electronic mail or regular U.S. mail.

12. Endorsements and Procedures

You agree to restrictively endorse the back of every Check deposited using Mobile Deposit with the words “For Mobile Deposit at The Bank of Canton Only,” or as otherwise instructed by the Bank. If you fail to write this restrictive endorsement on the back of any Check deposited using Mobile Deposit and such Check is paid or presented more than one time, you will be liable to the Bank for the amount of the Check and all costs that the Bank incurs for the multiple payment or presentment. In addition, if you fail to properly endorse a Check and/or follow the Bank’s instructions and procedures for Mobile Deposit, the Bank may not accept the Check for deposit or the processing of the Check may be delayed. If the back of a Check is not endorsed with the words “For Mobile Deposit at The Bank of Canton Only,” it may not be accepted for deposit and/or may be returned. Any loss that the Bank incurs from a delay or processing error resulting from a missing or irregular endorsement or other markings by you will be your responsibility. If a check that is deposited using Mobile Deposit is paid or presented more than one time and you failed to write “For Mobile Deposit at The Bank of Canton Only” on the back of such Check prior to depositing it using Mobile Deposit, the Bank may offset the amount of such Check and all costs that the Bank incurs on account of such multiple payment or presentment by debiting the Designated Account into which you deposited such Check or by transferring funds from another account held by you with the Bank. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as the Bank may establish from time to time.

Additional requirements for Checks are as follows:

- Each imaged Check must contain the following information, including but not limited to: information about the payor and the paying bank that is preprinted; the MICR; the payor’s signature(s); the date; and the required endorsement applied to the back of the Original Check.
- All Checks deposited through Mobile Deposit into your Designated Account must be endorsed in the first 1.5 inches of the trailing edge of the back of the Check. You may identify the “trailing edge” of an item by viewing the Check from the front. The trailing edge is the left edge of the Check.

13. Check Retention and Destruction

You agree to retain each Check deposited through Mobile Deposit for fourteen (14) calendar days from the date of the initial Digital Image transmission and after fourteen (14) days to destroy the Check, mark it as "VOID" or "Electronically Presented," or otherwise render it incapable of further transmission, deposit, or presentment. You agree never to re-present to the Bank or any other party a Check or item that has been deposited through Mobile Deposit. You will be liable for Checks that are presented and/or deposited more than once. During the time the retained Check is available, you must promptly provide it to the Bank upon request. You are responsible for taking appropriate security measures to ensure that:

- Only authorized personnel have access to the Checks; and
- The information contained on the Checks or on any corresponding Digital Images is not disclosed to third parties.

In addition, you agree to retain all information regarding your digitizing of Checks for at least fourteen (14) days.

14. Warranties

You warrant to the Bank that:

- You will only transmit Eligible Checks that you are entitled to, and ensure that all Eligible Checks include all required signatures;
- Digital Images will meet the Bank's image quality standards;
- You will not transmit Digital Images of the same Check to the Bank more than once and will not deposit or negotiate, or seek to deposit or negotiate, such Check with any other party;
- You will not deposit or re-present the Original Check for deposit;
- All information you provide to the Bank is accurate and true, and all transmitted Digital Images accurately reflect the front and back of the Check;
- You will comply with this Addendum and all applicable rules, laws and regulations;
- You will use Mobile Deposit only for your own deposits; and
- You agree to indemnify and hold harmless the Bank from any loss resulting from the breach of the foregoing warranties or breach of any other terms of this Addendum.

15. Security of Your Mobile Device

You are responsible for (i) maintaining the confidentiality and security of your mobile devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Mobile App and use Mobile Deposit, and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Mobile App and/or Mobile Deposit. You agree not to supply your access information to anyone and to immediately notify the Bank if you become aware of any loss, theft or unauthorized use of any access information, including your Mobile Devices. The Bank reserves the right to deny you access to Mobile Deposit if the Bank believes that any loss, theft or unauthorized use of access information has occurred. You are responsible for notifying the Bank if the Mobile Device registered with the Bank is no longer being used.

16. Limitations

Mobile Banking and the Software may not be available at any time for any reason outside of the reasonable control of the Bank or any service provider. Further, when using Mobile Deposit, you may experience technical or other difficulties that are outside the control of the Bank. The Bank is not responsible for damages that you may incur as a result of these difficulties or unavailability of Mobile Deposit.

17. Changes to Mobile Deposit

The Bank reserves the right to terminate, modify, add and remove features from Mobile Deposit at any time in the Bank's sole discretion. You may reject changes by discontinuing use of Mobile Deposit. Your continued use of Mobile Deposit will constitute your acceptance of and agreement to such changes. Maintenance to Mobile Deposit may be performed from time-to-time resulting in interrupted service, delays or errors in Mobile Deposit and the Bank shall have no liability for any such interruptions, delays or errors.

18. Termination

The Bank may terminate your access to Mobile Deposit with or without any reason at the Bank's sole discretion. Your use of Mobile Deposit may be suspended or terminated if the Bank suspects fraud, you misuse Mobile Deposit or tamper with the Mobile App, have excessive overdrafts or returned items or for other reasons at the Bank's sole discretion.

19. Ownership and License

You agree that the Bank and its third party service providers, including Fiserv, retain all ownership and proprietary rights in the Mobile App and Mobile Deposit, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of Mobile Deposit, including the Mobile App. You may use Mobile Deposit only for your own benefit. 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 Mobile Deposit. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose Mobile App or any other part of Mobile Deposit, in any manner contrary to the terms of this Addendum, the Bank shall have, in addition to any other remedies available to the Bank, the right to injunctive relief enjoining such actions.

20. Third Party Beneficiary

You agree that the Bank's third party service providers, including Fiserv, may rely upon the provisions of this Addendum, including its disclaimer of warranties and any limitations of liability and that such third party service providers are, for the purpose of this Addendum, third party beneficiaries to this Addendum with the power to enforce this Addendum.

21. Liability

THE BANK IS ONLY RESPONSIBLE FOR PROVIDING MOBILE DEPOSIT AS EXPRESSLY STATED IN THIS ADDENDUM. THERE IS NO GUARANTEE THAT ACCESS TO MOBILE DEPOSIT WILL BE AVAILABLE AT ALL TIMES AND THE BANK SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS MOBILE DEPOSIT. MOBILE DEPOSIT IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, THE BANK AND THE BANK'S THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING MOBILE DEPOSIT, MOBILE APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL THE BANK OR ANY OF ITS THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE MOBILE APP, THE SOFTWARE, THE EQUIPMENT OR MOBILE DEPOSIT WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER THE BANK HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE BANK AND ITS THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Card Management Additional Terms The card management feature is offered by THE BANK OF CANTON (referred to herein as "Card Controls", "us", "we" or "our") for use by THE BANK OF CANTON cardholders. THE BANK OF CANTON's card management feature is intended to allow You to initiate certain payment card related activities for Your enrolled THE BANK OF CANTON card(s) via the card management feature. Those activities may include the ability to but not limited to: • Register the card • Activate and deactivate the card • Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("Controls") • Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("Alerts") • View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information) • Report Your card as lost or stolen • Review Your spending by merchant type and/or by month • View a list of merchants storing Your card information for recurring or card-on-file payments The card management feature may enable access to THE BANK OF CANTON and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be

updated by Google. To the extent the card management feature allows You to access third party services, THE BANK OF CANTON and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You. You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts. THE BANK OF CANTON reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in THE BANK OF CANTON's card management feature. Availability/Interruption. You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device ("Notification") is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas. If You registered to receive Notifications to Your mobile device, the card management feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. THE BANK OF CANTON does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas. You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address. You acknowledge and agree that neither THE BANK OF CANTON nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither THE BANK OF CANTON nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. THE BANK OF CANTON, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.