

**PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING:**

These Mobile Banking Services Terms and Conditions (an Addendum to the Resolute Bank Online Banking Services Agreement, Resolute Bank Business Online Banking Services Agreement and Resolute Bank Bill Payment Services Terms and Conditions) between you and Resolute Bank contain the terms and conditions governing your use of any mobile banking and mobile deposit service of Resolute Bank (the “Bank,” “us,” or “we”) that we may provide to you (“you,” “your” or “Customer”). Other agreements you have entered into with the Bank, including, without limitation, the Online Banking Agreement, the Bill Pay Services Terms and Conditions and the Deposit Account Agreement, are incorporated herein by reference.

**A. TERMS AND CONDITIONS – GENERAL**

- 1. Services.** The mobile banking and remote deposit services (collectively, the “Services”) are designed to allow you view activity and transfer money; pay bills via iPay Bill Service and iPay Business Bill Pay Service; allow business to perform certain treasury management functions; and make deposits into certain accounts (“Mobile Accounts”) that are eligible to receive mobile check deposits by converting checks into an image by taking pictures of checks and delivering the images and associated deposit information to Resolute Bank or Resolute Bank’s designated processor via applications (the “Apps” installed on your supported mobile device). The Apps are considered part of the Services. Resolute Mobile and Remote Deposit Anywhere is made available to Resolute Bank business and consumer customers at the sole discretion of Resolute Bank. The Apps may not be available to all Resolute Bank customers.
- 2. Terms.** Your use of any of the Services is subject to this Addendum and to the following, all of which are considered part of this Addendum:
  - The Terms of Use for the Resolute Bank website, [resolutefsb.com](http://resolutefsb.com) (the “website”);
  - The Terms or instructions appearing on the website and elsewhere when enrolling for, activating, accessing, or using the Services;
  - Resolute Bank’s rules, procedures and policies, as amended from time to time, that apply to the Services for each account you maintain with Resolute Bank (each, an “Account”);
  - The provisions of the Online Banking Services Agreement and Resolute Bank Bill Payment Services Terms and Conditions;
  - The then-current rules and regulations, if any, of any funds transfer system or payment system used in connection with any Account; and
  - State and federal laws and regulations, as applicable.

In addition, each Account will continue to be subject to any separate agreement applicable to such Account. If this Agreement conflicts with the separate agreement to which an Account is subject, then this Agreement will control and take precedence, unless this Agreement expressly states otherwise.

- 3. Acceptance of These Terms.** Your use of the Services constitutes your acceptance of the Addendum. This Addendum is subject to change from time to time. We will notify you of any material change via one or more of the following methods: an alert when you sign-in to Service, email, text message, or on our website by providing a link to the revised Addendum or by an online secure message. Your continued use of the Services will indicate your consent to be bound by the revised Addendum. Further, Resolute Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions of the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- 4. Equipment/Data Services.** To use the Service, you must obtain and maintain, at your own expense, a supported mobile device with compatible hardware and software as specified by Resolute Bank from time to time and suitable data service. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data service will be compatible with the Service. Resolute Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
- 5. Security of Your Mobile Device and Account Information.** You are responsible for: (i) maintaining the confidentiality and security of your Mobile Devices, access numbers, passwords, security questions, and answers, login information, and any other security or access information used by you to access the Services (collectively, "Access Information"); and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Services (collectively "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data (the "Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Services (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.
- 6. Changes to the Service.** We reserve the right to terminate, modify, add and remove features from the Services at any time in our sole discretion. You may reject changes by discontinuing use of the Services. Your continued use of the Services will constitute your acceptance of and agreement to such changes. Maintenance to the Services may be performed from time-to-time resulting in interrupted service, delays or errors in the Services and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.
- 7. Fees.** You are responsible for paying the fees for use of the Services as Resolute Bank may charge from time to time. Resolute Bank may change the fees for the Services at any time. You authorize Resolute Bank to deduct any such fees from any account in your name or the name of your business held at Resolute Bank.

**8. Limitations.** When using the Services, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Services have 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 the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access the Services.

Except as expressly provided in this Addendum, deposits made through the Services are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

**9. Termination.** We may terminate this Addendum at any time for any reason. This Addendum shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Addendum may be terminated if you breach any term of this Addendum, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of any agreement you entered into with us.

**10. Privacy and User Information.** You acknowledge that in connection with your use of the Services, Resolute Bank and its affiliates and service providers may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or the software (collectively "User Information"). Resolute 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 the Services 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. Resolute Bank and its affiliates and service providers also reserve the right to monitor use of the Services and the software for purposes of verifying compliance with the law, the terms and conditions of this Addendum and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

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

**B. TERMS AND CONDITIONS – REMOTE DEPOSIT ANYWHERE**

Remote Deposit Anywhere (the “RDA Service”) allows you to deposit checks to your designated eligible accounts using the RDA Service, taking advantage of the Check Clearing for the 21<sup>st</sup> Century Act and its regulations (collectively, the “Check 21 Act”). The RDA Service will enable you to use a compatible mobile device or flatbed scanner to scan an image of original paper checks (“Original Checks”) that are drawn on or payable through United States financial institutions only (each, a “Check Image”) and to electronically submit the Check Image and associated deposit information to Resolute Bank from your home or other remote location using the RDA Service for deposit into a designated eligible account for collection. A Check Image submitted to the Bank electronically for deposit is not deemed received until Resolute Bank accepts and confirms receipt of your Check Image deposit.

- 1. Eligible Checks and Items.** You agree to scan and deposit only “checks” as that term is defined in Federal Regulation CC (“Reg CC”) and only those checks that are permissible under this Addendum or such other items as we, in our sole discretion, elect to include under the RDA Service.

You authorize us to process any image that you send us or convert any image to an Image Replacement Document, as defined in the Check 21 Act, for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code. You agree that you will not use the Service to scan and deposit any checks or other items shown below:

- a. Checks or items payable to any person or entity other than you, or to you and another party;
- b. Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;
- c. Checks made payable to Resolute Bank;
- d. Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), 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 or item is drawn;
- e. Checks or items previously converted to a substitute check, as defined in Reg CC;
- f. Checks or items drawn on a financial institution located outside of the United States;
- g. Checks or items that are remotely created checks, as defined in Reg CC, and checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution;
- h. Checks or items not payable in United States currency;
- i. Checks or items dated more than 6 months prior to the date of deposit;
- j. Checks or items on which a stop payment order has been issued or for which there are insufficient funds;
- k. Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account;
- l. Checks with any endorsement on the back other than that specified in this Addendum;
- m. Money Orders;
- n. Travelers Checks;
- o. Insurance Claim Checks or Drafts; and
- p. Credit card cash advance checks.

Nothing in this Addendum should be construed as requiring Resolute Bank to accept any check or item for deposit, even if the Bank accepted that type of check or item previously. Nor shall Resolute Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Addendum.

- 2. Image Quality.** You are responsible for the image quality of any check or item that you transmit. The image of a check or item transmitted to Resolute Bank using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by ANSI (American National Standards Institute), the Board of Governors of the Federal Reserve Board, or any other applicable regulatory agency, clearing house or association. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.
- 3. Procedures.** You agree to follow any and all other procedures and instructions for use of the RDA Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the RDA Service.
- 4. Receipt of Checks and Items.** We reserve the right to reject any check or item transmitted through the RDA Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from Resolute Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.
- 5. Availability of Funds.** In general, if an image of an item you transmit through the Service is received and accepted before our cut-off time for the Service, we consider that business 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 cut-off time for Remote Deposit Anywhere is 7:00 PM EST.** We will make funds available for checks and items received, accepted, and successfully processed through the RDA Service, according to our standard funds availability policy. Additional detail with respect to our Funds Availability Policy is located in the Deposit Account Agreement you received when opening your account.
- 6. Disposal of Transmitted Checks and Items.** Upon your receipt of confirmation from Resolute Bank that we have received an image that you transmitted, you agree to retain in a secure manner and location the check for at least 14 business days from the date of image transmission. After 14 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit or presentment. During the time the check is available, you agree to promptly provide it to Resolute Bank upon request.

- 7. Deposit Limits.** We reserve the right to impose limits on the amounts and number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will be subject to the terms of the Addendum, and we will not be obligated to allow such a deposit at other times.
- 8. Presentment.** The manner in which the checks and items are cleared, presented or (represented) for payment, and collected shall be in Resolute Bank's sole discretion as set forth in the relevant Deposit Account Agreement governing your checking account.
- 9. Warranties; Indemnity.** You warrant to Resolute Bank that:
- You will only transmit eligible items;
  - You will not transmit duplicate items;
  - You will not deposit, redeposit or represent the original check with Resolute Bank or any other party;
  - You will comply with this Addendum 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 Resolute Bank from any loss for breach of this warranty provision or the terms of this Addendum.

- 10. Business Accounts.** The following provisions are applicable to Business Accounts. "Business Accounts" means accounts held by sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not "consumer" accounts and are not maintained primarily for personal, family, or household purposes.
- For Business Accounts using Remote Deposit Anywhere, Resolute Bank is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by the RDA Service or the use of the RDA Service except as otherwise expressly provided for in this Addendum or by applicable by law. By using the RDA Service to access your Business Accounts, you are responsible for any unauthorized use of the RDA Service and any loss or damages incurred due to the unauthorized access to your Business Accounts.
  - If your deposit activity through the RDA Service exceeds your Deposit Limits, Resolute Bank reserves the right to disable your access to Remote Deposit Anywhere and provide you with information on other business banking electronic deposit options that may be available to you.
  - If any person authorized access through the RDA Service to conduct transactions on any Business Account is no longer authorized, it is your responsibility to remove those users' access through the RDA Service and notify Resolute Bank. Resolute Bank shall not be liable or responsible to you for any transaction conducted on a Business Account by any person whose authority to conduct transactions is no longer in effect until Resolute Bank is expressly notified.

**11. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE RDA 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 THE RDA SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PUPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE RDA SERVICE: (a) WILL MEET YOUR REQUIERMENTS; (b) WILL BE UNINTERRUPTED, TIMELY SECURE, OR ERROR-FREE; (c) WILL PRODUCE RESULTS THAT WILL BE ACCURATE OR RELIABLE; AND (d) WILL NOT CONTAIN ANY ERRORS IN THE SERVICES OR TECHNOLOGY THAT WILL BE CORRECTED.

**12. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLAY 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 THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF RESOLUTE BANK HAS BEEN INFORMED OF THE POSSIBLITY THEREOF.

**C. TERMS AND CONDITIONS – RESOLUTE MOBILE**

- 1. General.** Access to Resolute Bank’s Services via your mobile device is provided by mobile technology owned by a third party provider or licensor to Resolute Bank (“Licensor”). The Licensor is not the provider of any of the financial Services available to you through the Software (defined below), and the Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.
- 2. Ownership.** You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the “Software”). You may not use the Software unless you have first accepted the terms of this Addendum.

Mobile Banking Services Terms and Conditions  
Addendum

- 3. License.** Subject to terms and conditions of this Addendum, you are hereby granted a personal, non-exclusive, non-transferable license to use the Software (in machine readable object code form only) in accordance with the terms of the Addendum and for the sole purpose of enabling you to use and enjoy the benefits of Resolute Bank’s services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Addendum are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you or the Licensor. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.
- 4. Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
- 5. Updates.** The terms of this Addendum will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license, in which case the terms of that license will govern.
- 6. Text Messages.** Text messaging services are provided by Resolute Bank and its third party online banking provider. You and Resolute Bank are solely responsible for the content transmitted through text messages sent between you and Resolute Bank. You must provide source indication in any text messages you send (e.g. mobile telephone number, “From” field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.
- 7. Consent to Use of Data.** You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.
- 8. Business Accounts.** The following provisions are applicable to Business Accounts. “Business Accounts” means accounts held by sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not “consumer” accounts and are not maintained primarily for personal, family, or household purposes.

  - For Business Accounts using the Services, Resolute Bank is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by the Services or the use of the Services except as otherwise expressly provided for in this Addendum or by applicable by law. By using the Services to access your Business Accounts, you are responsible for any unauthorized use of the Services and any loss or damages incurred due to the unauthorized access to your Business Accounts.



- If your activity or the activity of your authorized user through the Services violates any of the Terms in this Addendum or any other agreement with Resolute Bank, we reserve the right to disable your access to the Services.
- If any person authorized access through the Services to conduct transactions on any Business Account is no longer authorized, it is your responsibility to remove those users' access through the Services and notify Resolute Bank. Resolute Bank shall not be liable or responsible to you for any transaction conducted on a Business Account by any person whose authority to conduct transactions is no longer in effect until Resolute Bank is expressly notified.

**9. Export Restrictions.** You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List of Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

**10. U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 489 CFR 12.212 (computer software) or (DFARS 227.7202 (commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in the Addendum.

**11. DISCLAIMER OF WARRANTY.** THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PUPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLEY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION ON CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

- 12. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THE LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- 13. 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 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.
- 14. Miscellaneous.** a) This Addendum constitutes the entire agreement between you and the Licensor concerning the subject matter hereof, b) this Addendum will be governed by and construed in accordance with the laws of the State of Ohio, excluding that body of laws pertaining to conflict of laws, and c) all disputes relating to this Addendum are subject to the exclusive jurisdiction of the courts of the State of Ohio and you expressly consent to jurisdiction and venue thereof and therein.