

IMOBILE BANKING SERVICE TERMS AND CONDITIONS

Thank you for using the iMobile Banking Service ("iMobile Banking Service") and any related Software ("Software") provided by Ion Bank ("Financial Institution," "we," "us," and "our") combined with your mobile device's text messaging and web browser capabilities. By participating in the iMobile Banking Service or using the Software, you are agreeing to these iMobile Banking Service Terms and Conditions ("Terms and Conditions"), in addition to any terms and conditions to which you have previously agreed contained in the iBanking Disclosure and Terms governing the electronic banking and bill payment services Financial Institution provides to you ("iBanking"), of which the iMobile Banking Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging and/or data charges may apply.

The iMobile Banking Service Financial Institution offers its customers access to their account information (e.g., for checking balances and last transactions) through customers' mobile devices (e.g. mobile phones and handheld devices). The iMobile Banking Service may also be used to initiate transfers, including bill payments, involving customers' deposit accounts at Financial Institution by utilizing a mobile device's web browser capabilities and applications downloaded to a mobile device in conjunction with the iMobile Banking Service. **You can contact us at online@ionbank.com or 203.729.4442. We can answer any questions you have about the iMobile Banking Service.**

The iMobile Banking Service and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider

Privacy and User Information You acknowledge and agree that in connection with your use of the iMobile Banking Service, Financial Institution and its affiliates and service providers, including COCC and its affiliates, may receive and may share with one another 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 iMobile Banking Service or Software (collectively "User Information"). Financial Institution 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 iMobile Banking 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. Financial Institution and its affiliates and service providers also reserve the right to monitor use of the iMobile Banking Service and 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.

Restrictions on Use You agree not to use the iMobile Banking Service and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and that you will use the iMobile Banking Service and Software only 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.

Administration Regulations Without limiting the foregoing, you agree that you will not use the iMobile Banking Service and 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 Financial Institution (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 Financial Institution or any third-party service provider involved in the provision of the iMobile Banking Service; (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 Financial Institution, any third-party service provider involved in providing the iMobile Banking Service, 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 COCC or any third party. You agree that you will not attempt to: (i) access any software or services for which your use has not been authorized; (ii) use or attempt to use a third party's account; or (iii) interfere in any manner with the provision of the iMobile Banking Service or Software, the security of the iMobile Banking Service or Software, or other customers of the iMobile Banking Service or Software, or otherwise abuse the iMobile Banking Service or Software.

Use of Google Maps You agree to abide by (1) the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and (2) the Google Legal Notices found at http://www.google.com/help/legalnotices_maps.html, or other URLs as may be updated by Google.

Use of iMobile Banking Service The iMobile Banking Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use the iMobile Banking Service before you actually do so, and then that you always use the iMobile Banking Service in accordance with the online instructions posted on our website in iBanking. You also accept responsibility for making sure that you know how to properly use your mobile device and the Software. We may change or upgrade the iMobile Banking Service or Software from time to time. In the event of such changes or upgrades, you are responsible for making sure you that you understand how to use the iMobile Banking Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the iMobile Banking Service or your mobile device. We reserve the right to modify the scope of the iMobile Banking Service at any time. We reserve the right to refuse to make any transaction you request through the iMobile Banking Service. You agree and understand that the iMobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

Information available via the iMobile Banking Service, including balance, transfer and payment information may differ from the information that is available directly through the iBanking site without the use of a mobile device. Information available directly through iBanking without the use of a mobile device may not be available via the iMobile Banking Service, may be described using different terminology (including

capitalized terms used in these Terms and Conditions or on our iBanking site(s), or may be more current than the information available via the iMobile Banking Service, including but not limited to account balance information. The method of entering instructions via the iMobile Banking Service may also differ from the method of entering instructions directly through iBanking without the use of a mobile device. Processing of payment and transfer instructions may take longer through the iMobile Banking Service. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the iMobile Banking Service.

Additionally, not all of the products, services or functionality described on the iBanking site(s) or in the iBanking Disclosure and Terms are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. The iMobile Banking Service may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported in connection with the iMobile Banking Service. You are responsible for periodically referring to our website to determine currently supported mobile service providers, carriers, and mobile devices and for ensuring that you satisfy all technical requirements for using the iMobile Banking Service.

Financial information obtained through the iMobile Banking Service (including, without limitation, any text message alerts) reflects the most recent account information available through the iMobile Banking Service and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

Account Ownership/Accurate Information You represent that you are the legal owner of the accounts you access through the iMobile Banking Service and any financial information which may be accessed through the iMobile Banking Service. You represent and agree that all information you provide to us in connection with the iMobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the iMobile Banking Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Proprietary Rights You are permitted to use content delivered to you through the iMobile Banking Service only in connection with your proper use of the iMobile Banking Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any iMobile Banking Service technology, including, but not limited to, the Software or other mobile device applications associated with the iMobile Banking Service.

No Commercial Use or Re-Sale You agree that the iMobile Banking Service is for personal use only. You agree not to resell or make commercial use of the iMobile Banking Service.

Charges for the Service You agree to pay for the iMobile Banking Service in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with your use of the iMobile Banking Service. In the future, we may add to or enhance the features of the iMobile Banking Service. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

Software License Agreement Subject to your compliance with these Terms and Conditions, 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 Software on your mobile device within the

United States and its territories. In the event that you obtain a new or different mobile device, you will be required to download and install the Software to that new or different mobile device. This License shall be deemed revoked immediately upon (i) termination of the iMobile Banking Service, (ii) termination of the iBanking service, (iii) your deletion of the iMobile Banking Service software from your mobile device, or (iv) 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 iMobile Banking Service software from your mobile device. In the event of the revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

“Smartphones” and Other Web Enabled Devices You acknowledge that smartphones and other Web enabled devices, including the mobile device you use to access the iMobile Banking Service, are subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on your mobile device. You also agree not to use a mobile device that has been altered from the original factory settings. This type of altering is commonly referred to as “Jail Broken” or “unlocked”.

You agree to exercise caution when utilizing the iMobile Banking Service application on your mobile device and to use good judgment and discretion when obtaining or transmitting information. Any losses, charges and unauthorized transactions involving your accounts that are incurred through loss of your mobile device or your failure to safeguard the security credentials you use (such as user names and passwords) to access the iMobile Banking Services and iBanking will remain your responsibility, except as otherwise provided in applicable law, regulation or other agreements between you and Financial Institution.

Messaging and Data Charges By participating in the iMobile Banking Service or using the Software you agree that the iMobile Banking Service or the Software may require the use of your mobile device’s data and text messaging capabilities and that standard data and text messaging charges apply in accordance with your service agreement with your mobile service provider. You agree that Financial Institution is not responsible for any charges you may incur while using the iMobile Banking Service and Software.

Exclusion of Warranties Except as otherwise expressly stated in these Terms and Conditions or in the iBanking Disclosure and Terms governing your use of iBanking, Financial Institution makes no representation or warranty, either express, implied or statutory, concerning the iMobile Banking Service including that any Software application provided by Financial Institution to facilitate the iMobile Banking Service will operate uninterrupted or error free. You expressly confirm acceptance and use of any Software application “as is” and without warranty of any character whatsoever and you assume all risk of loss resulting from using the iMobile Banking Service. You are exclusively responsible for providing mobile phone and data services compatible with the iMobile Banking Service and any Software application provided by Financial Institution for the iMobile Banking Service.

No Liability and Hold Harmless Financial Institution will use commercially reasonable efforts and ordinary care to provide you with access to the iMobile Banking Service in accordance with these Terms and Conditions. In no event, however, shall Financial Institution be liable for its failure to provide access to the iMobile Banking Service or for your failure to receive message service whether either as a result of an error in or interruption of any Software application or as a result of any failure or interruption of your mobile device phone or data service or equipment. Without limiting the generality of the foregoing, Financial Institution shall not be liable to you for delays or errors occurring by reason of circumstances beyond the control of Financial Institution, including without limitation, the failure of communication

networks and interference with or interruption of internet access or service, the failure of equipment, or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood or other catastrophes, acts of God, insurrection, war, riots, failure of transportation, failure of vendors, communication or power supply, or malfunction of or unavoidable difficulties with its equipment. Financial Institution will not be liable for consequential, incidental, special or exemplary damages, or lost profits, even if you advise Financial Institution of the possibility of such damages. You acknowledge and agree that you are solely responsible for protecting the confidentiality and security of the security credentials you use (such as user names and passwords) to connect to the iMobile Banking Service and iBanking. You further acknowledge having been informed that the Bluetooth application on your mobile device must be turned off when accessing mobile banking in order to protect the privacy of your financial records and information. You assume and accept all responsibility for the accuracy of all transactions performed or undertaken utilizing the iMobile Banking Service. You agree to hold Financial Institution harmless from and against any liability of any character attributable to your use of the iMobile Banking Service, except as otherwise provided in applicable law, regulation or other agreements between you and Financial Institution.

You understand and agree the iMobile Banking Service may not be encrypted and will include the display and transmission of personal or confidential information about you, such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other transactions involving the movement of money, through the iMobile Banking Service may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the iMobile Banking Service, except as otherwise provided in applicable law, regulation or other agreements between you and Financial Institution.

Additionally, you agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through the iMobile Banking Service, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with data and text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any application store.

Indemnification Without limiting any of your other obligations to us under the Agreement, you agree to protect and fully compensate us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the iMobile Banking Service, your violation of any of the terms of the iMobile Banking Service or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Changes to Terms and Conditions Financial Institution reserves the right to change these Terms and Conditions at any time. When material changes are made, we will notify you. You are solely responsible for providing updated addresses as necessary. Revised Terms and Conditions shall become effective at the earliest date allowed by applicable law or regulation. In the event of any conflict between these Terms and Conditions and other terms and conditions related to your account(s) to which the iMobile Banking

Service and any related software may be applicable, the Terms and Conditions of the iMobile Banking Service will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict. Continued use of the iMobile Banking Service and any related Software constitutes your agreement with and acceptance of these Terms and Conditions, as well as any future changes to these Terms and Conditions.

Third Party Beneficiaries You agree that our iMobile Banking Service service providers (including any provider of iMobile Banking Service Software) may rely upon your agreements and representations in these Terms and Conditions, and such service providers are third party beneficiaries of such agreements and representations, with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

iMobile Check Deposit Additional Considerations

This iMobile Check Deposit Capture Service Addendum (this "Addendum") applies to the iMobile Deposit Service (this "Service"), which is part of the iMobile Banking Service offered by Ion Bank. You may use this service to deposit certain checks to your checking and Savings accounts from home or other remote locations by photographing checks with your mobile device and transmitting the images and associated deposit information to Ion Bank or its designated processor. This Addendum shall be considered as part of the Ion Bank iMobile Banking Service Terms and Conditions ("iMobile Banking Terms ") and applies specifically to the Service available to you under this Addendum.

Unless otherwise noted, if there is any conflict between the other sections of the Terms and Conditions and this Addendum, the Addendum will govern the use of the Service. In this Addendum, "you" and "your" refer to the Service user who has enrolled in this Service, and the terms "Ion Bank," "Bank", "we" and "us" refer to Ion Bank.

When you use the Service, you accept and agree to all of the terms and conditions of this Addendum, the iMobile Banking Terms, and any agreement between you and Ion Bank that is applicable to the products and services accessed through the Service, such as the iBanking Disclosure and Terms and the Consumer Deposit Account Agreement (collectively, the "Agreements"). Please read this Addendum and the Agreements carefully before using the Service, and keep a copy for your records.

We may modify this Addendum (including any fees or service charges) from time to time as provided in the iMobile Banking Terms. We reserve the right, in our sole discretion, to add services, eliminate services, or otherwise modify the terms or features of any service. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the service. You should access and review this Addendum regularly, and if you find it unacceptable to you at any time, please discontinue your use of the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service. Terms defined in the Agreements shall have the same meaning in this Addendum, unless otherwise stated below.

Limitations of Service When using the Service, you may experience technical or other difficulties, a system interruption, or a system failure; and in such event, your data may be lost or destroyed. Any transactions that you initiated or completed or were in the process of completing prior to or during any such event should be verified by you through means other than online. We are not liable for and do not assume responsibility for any data loss, or technical or other difficulties or any resulting damages that you may incur, and you assume the risk of loss of your data during any such difficulties, failure or interruption as well as the responsibility to verify the accuracy and completeness of any affected transactions.

This Service has qualification requirements, which include the following: In order to enroll in the Service, you must be an authorized signer or an owner (either individual or joint) of an Ion Bank deposit account

that is eligible for the Service and approved by us. We reserve the right to change the qualifications at any time without notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or to terminate your use of the Service, in whole or in part, immediately and at any time without notice or liability to you. No termination of the Service or any part thereof will affect your liability or obligations under this Addendum or the Terms and Conditions accruing prior to the date of termination or any provisions of this Addendum or the Terms and Conditions which, by their nature or by express provision, are intended to survive termination.

Ineligible Items You agree to photograph and deposit only "checks" as that term is defined in Federal Reserve 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 in the Service. You agree that the image of the check transmitted to Ion Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted in Connecticut. You agree that you will not photograph and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person other than you.
- Checks containing alterations to any of the fields on the front of the check (including the MICR line), or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Ion Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of any agreement governing your Ion Bank account.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution, or that have otherwise been deposited with Ion Bank or any other financial institution, including checks that have been returned unpaid.
- Checks on which a stop payment has been issued or for which there are insufficient funds.

Endorsements and Procedures Before transmission, you agree to endorse each check transmitted through the Service with the endorsement "For deposit only, Ion Bank account # _____" or any other endorsement that may be required by Ion Bank. You agree to follow any and all other procedures and instructions for use of the Service as Ion Bank may establish from time to time. You agree to promptly supply information in your possession that we request regarding any item you deposit or attempt to deposit through the Service.

Receipt of Items We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. We reserve the right to charge back to your account at any time; any item that was subsequently returned to us or that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds You agree that items transmitted using the Service are not subject to the funds availability requirements of Reg. CC. You further agree that we may modify the Funds Availability Policy set forth in our Consumer Deposit Account Agreement for items transmitted using the Service, including

the following modifications: In general, if an image of an item you transmit through the Service is received and accepted before 3 p.m. Eastern Time on a business day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day. Funds deposited using the Service will generally be made available upon "Acceptance" of the deposit by Ion Bank. We may modify cutoff times and availability times for items deposited through the Service at any time except as prohibited by law. You understand and agree that checks and items must be received and accepted by us before the applicable cutoff time and must not be incomplete, illegible, or erroneous to be eligible for the foregoing availability time frames.

Ion Bank may delay funds availability in its sole discretion based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Ion Bank, in its sole discretion, deems relevant. Should this occur, a communication will be sent to you, informing you as to when your funds will be available. In the event we receive an item you transmit through the Service where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases, we will notify you of this action.

For the purposes of this Addendum, a business day is Monday through Friday, excluding all holidays recognized by the federal government.

Disposal of Transmitted Items You agree to retain each check that you transmit under this Addendum for **at least fifteen (15) calendar days from the date of the image transmission**. After that 15-day period, you agree to destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to promptly provide it to Ion Bank upon request. You agree never to represent to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service.

Deposit Limits The following limits apply to the dollar amount and/or number of items or deposits that you may transmit using the Service in a day, and we may modify these 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, the deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times.

Per Check Limit:	\$1000.00
Daily Aggregate Limit:	\$3000.00

We reserve the right to modify these limits from time to time or to impose different limits on new customers.

Presentment The manner in which any item transmitted through the Service is cleared, presented for payment, and collected shall be in Ion Bank' sole discretion, subject to the Agreements governing your account in which the item is deposited.

Errors You agree to notify Ion Bank of any suspected errors regarding items deposited through the Service right away, and in no event later than the time frames specified in the Consumer Deposit Account Agreement. As further disclosed in the Consumer Deposit Account Agreement, unless you notify Ion Bank

within such time, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Ion Bank for such alleged error.

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

Image Quality The image of an item transmitted to Ion Bank using the Service must be legible, as determined in the sole discretion of Ion Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board or any other regulatory agency, any clearinghouse or association we may use, any service provider we may use, or any higher standard set by us. You agree to promptly rescan or otherwise present original checks or items upon our request if the image quality of an item does not conform to such requirements. You agree that we are not liable for any damages resulting from the poor image quality of an item, including damages related to the rejection or delayed or improper crediting of such item, or from any inaccurate information you provide regarding an item.

Your Promises and Indemnification You promise to Ion Bank that:

- You will not transmit any ineligible items.
- You will not transmit duplicate items.
- You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of the check transmitted to Ion Bank is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.
- You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate.
- You will not re-deposit or re-present the original item.
- All information you provide to Ion Bank is accurate and true.
- You will comply with this Addendum and all applicable rules, laws and regulations in using this Service.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS AND DEFEND ION BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL FIRST AND THIRD PARTY CLAIMS, LIABILITIES, DAMAGES, EXPENSES, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) AND OTHER LOSSES CAUSED BY OR RESULTING FROM YOUR USE OF THE SERVICE, THE USE OF THE SERVICE BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE, YOUR BREACH OF THIS ADDENDUM OR THE AGREEMENTS, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

Cooperation with Investigations You agree to cooperate with us in the investigation of unusual transactions or poor quality transmissions, and in the resolution of claims related to items transmitted through the Service, 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.

Enforceability We may waive enforcement of any provision of this Addendum. No waiver of a breach of this Addendum shall constitute a waiver of any prior or subsequent breach of the Addendum. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Addendum. In the event that any provision of this Addendum shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Addendum shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Ownership & License You agree that Ion Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Addendum. Without limiting the effect of the foregoing, your breach of this Addendum immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Ion Bank' business interest, or (iii) to Ion Bank' actual or potential economic disadvantage in any aspect. You may use the Service only for non-business, personal use in accordance with this Addendum. You may not copy, reproduce, distribute or create derivative works from the Service or the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service. You may not make the Service available, disclose, or allow use of it by or for the benefit of any third party.

Third Party Beneficiaries You agree that our service providers (including any provider of the mobile deposit software) may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries of such agreements and representations, with the power to enforce those provisions against you, as applicable and as the circumstances or context may require. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-iMobile®, U.S. Cellular®, Verizon Wireless, and MetroPCS.

Disclaimer of Warranties YOU AGREE YOUR USE OF THE SERVICES 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, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE SERVICES OR THE TECHNOLOGY USED TO PROVIDE THE SERVICES, WHETHER DUE TO A COMPUTER VIRUS OR OTHERWISE. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE AND ANY OF THE TECHNOLOGY USED TO PROVIDE THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OR ANY DATA OR INFORMATION THAT MAY BE OBTAINED FROM THE SERVICE WILL BE CURRENT, ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

Limitation of Liability YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ION BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE SERVICE.