



**Skowhegan  
Savings**

*Integrity. Trust. Community.*

## **Agreements & Contracts:**

**Remote Deposit**

**COMPANY NAME:** Enter the company name.

Employee Name.  
Employee Title.  
Employee Phone.  
Employee Email.

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## CUSTOMER INFORMATION

**Customer Name:** [Click here to enter Customer Name.](#)  
**Address:** [Click here to enter Address.](#)  
**City, State, Zip:** [Click here to enter City.](#), [Click here to enter State.](#) [Click here to enter Zip.](#)  
**Telephone:** [Click here to enter the Telephone Number.](#)  
**Fax:** [Click here to enter the Fax Number.](#)

This Agreement is made on this [Choose an item.](#)<sup>Choose an item.</sup> day of [Choose an item.](#), 20[Choose an item.](#) by and between [Click here to enter Customer Name.](#) (hereafter referred to as “Customer”) and Skowhegan Savings.

## RECITALS

- Skowhegan Savings offers Remote Deposit for the electronic depositing of checks, which enables customer to transmit those items electronically for deposit into Customer’s Account(s) at Skowhegan Savings. Customer desires to use Remote Deposit to electronically transmit and process checks for deposit.
- This Agreement is intended to supplement the Customer's Business Deposit Account Agreement and corresponding Terms and Conditions, and the two should therefore be read and construed together. If, however, there is any inconsistency or direct contradiction between the two, the terms and conditions of this Agreement shall take precedence and control.

## DEFINITIONS

- **Account** means customer's account at Skowhegan Savings into which checks transmitted electronically will be deposited.
- **Account Agreement** with respect to any account means Skowhegan Savings' standard deposit agreements and disclosures governing the account, as they may be amended from time to time.
- **Authorized Equipment** means equipment that has been approved by Skowhegan Savings for use with Remote Deposit, including the scanner device.
- **Check** means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or endorsed to customer, and includes Original Checks and Substitute Checks. Such term does not include Non-cash Items or items payable in a medium other than United States money.
- **Documentation** means all documentation, manuals and instructions relating to the Remote Deposit or the authorized equipment, which Skowhegan Savings provides to customer from time-to-time pursuant to this agreement, including without limitation documentation regarding installation and use of Remote Deposit.
- **Electronic Item** means a digitized image of a check, an image exchange item, or any other electronic version of a check or other electronic item (such as items processable through the automated clearing house (ACH) system) approved by Skowhegan Savings for processing through Remote Deposit.
- **Image Exchange Item** means a digitized image of a check cleared and settled directly with a Payor Financial Institution without conversion to a substitute check.
- **Noncash Item** means an item that would otherwise be a check, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except a check that qualifies for handling by automated check processing equipment; or (iv) it has not been pre-printed or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.
- **Original Check** means the first paper check issued with respect to a particular payment transaction.
- **Payor Financial Institution** means the United States Financial Institution ordered in a check to make payment to the payee(s) named on the check.

- **Program** means collectively the procedures, protocols, and software used by Skowhegan Savings and its licensors and contractors in connection with the electronic processing of Checks, and includes without limitation the software and the services.
- **Regulation CC** means 12 C.F.R. Part 229, as it may be amended from time to time.
- **Services** mean the services to be provided by Skowhegan Savings, or an agent or designee of Skowhegan Savings, to enable customer to process checks digitally and through substitute checks.
- Software means that portion of the software developed, licensed and/or provided by Skowhegan Savings and its licensors for operation of the program, that Skowhegan Savings delivers or provides to customer hereunder.
- **Substitute Check** means a paper reproduction of a check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC, including (a) it accurately represents all of the information on the front and back of the original check as of the time it was truncated (including payment, identification, and endorsement information); (2) it bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check;" and (3) a bank has made the Check 21 Act warranties with respect to the substitute check.
- **United States Financial Institution** means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

## TERMS & CONDITIONS

Now, therefore, for and in consideration of the mutual promises contained herein, the Customer and Skowhegan Savings agree as follows.

**Services.** Skowhegan Savings shall provide Remote Deposit to the Customer as described in this agreement to enable Customer to convert checks to electronic items for the depositing of such checks electronically. Customer and Skowhegan Savings shall comply with terms and provisions of this Agreement with respect to the performance of Remote Deposit.

- **Modifications to Service:** Skowhegan Savings reserves the right to modify the Remote Deposit service from time to time without prior notice to Customer or any client of Customer.

**License.** Subject to the terms and conditions of this agreement, Skowhegan Savings hereby grants Customer a non-exclusive, nontransferable license to: (i) use Remote Deposit solely for processing checks in connection with Customer's own business operations, in accordance with the documentation and solely on authorized equipment; and (ii) copy and use the documentation solely to support Customer's authorized use of Remote Deposit.

**Customer Obligations.** Customer represents and warrants that with respect to each check processed by Customer hereunder and the corresponding electronic item accurately represents all of the information on the front and back of the Original Check as of the time that the Original Check was truncated; replicates the MICR line of the Original Check, except for any changes required or permitted by Part 229, Subpart D of the FRB Regulation CC for Substitute Checks; and meets the technical requirements for sending Electronic Items to any Federal Reserve Bank ("FRB") as set forth in the applicable FRB operating circular. The term "magnetic ink character recognition line" and "MICR line" mean the numbers, which may include the routing number, account number, check number, check amount, and other information, that are printed near the bottom of an Original Check in magnetic ink in accordance with the American National Standard Specifications for Placement and Location of the MICR Printing, X9.13 (hereafter ANS X9.13) for an Original Check and American National Standard Specifications for an Image Replacement Document - IRD, X9.100-140 (hereafter ANS X9.100-140) for a Substitute Check (unless the FRB by rule or order determines that different standards apply). Bank will not receive a transfer, presentment, or return of, or otherwise be charged for, any Electronic Item, the Original Check, or a paper or electronic representation of the Electronic Item such that the Bank will be asked to make payment based on an Electronic Item, Original Check or Substitute Check it has already paid.

Further, that the Electronic Item bears all endorsements, if any, applied by previous parties that handled the check in any form (including the Original Check, as Substitute Check, or another paper or electronic representation of such Original Check or

Substitute Check) for transfer, forward collection or return. Customer shall endorse each Original Check prior to truncation, but only after scanning and transmitting the item via Remote Deposit.

**Security Procedures.** Customer agrees to cooperate with Skowhegan Savings and establish commercially reasonable security procedures to protect the accuracy and confidentiality of Customer's data, transmission of electronic items and to help guard against fraud and agrees to comply with such procedures in connection with Remote Deposit. Customer acknowledges and agrees that Customer bears primary responsibility for maintaining the security at and surrounding Customer's site and within its organization (including, but not limited to, computer systems) of all identification codes, personal identification numbers, passwords, test keys, encryption devices and similar elements of security procedures, as well as access to Customer's data, information, documentation, procedures and software for Remote Deposit. Customer understands and acknowledges that Skowhegan Savings shall have no liability to Customer or its successors in interest for losses resulting from or otherwise related to: (i) Customer's negligence and/or failure to implement reasonable or appropriate security procedures or otherwise to comply with this Agreement, (ii) breach of confidentiality, or (iii) any other breach of security procedures by Customer or any its employees, officers, directors, or agents.

**Access.** To use Remote Deposit, Customer must be enrolled in Skowhegan Savings' Online Banking service and have access to the Internet. Access to Remote Deposit is permitted through and based on system's access ID, password and account rights.

- **Hardware:** The scanning will take place on a standard personal computer with high speed Internet access to be provided by Customer. The computer must also have at least one available USB port. Both the USB cable and check scanner will be provided by Bank as part of the service. Customer can choose between two scanner models. One model requires the manual feeding of checks, and the other scanner allows the insertion of several checks at a time with automatic feeding thereafter. Scanner selection will depend on check volume processed by Customer. Scanner selection will also determine the monthly fee.
- **Software:** The software application used for scanning checks will be installed by Bank and tested prior to live use. The login information used for Remote Deposit will also be assigned by Bank. Upon successful login, Customer will connect securely over SSL connectivity via the Internet to a server at Bank.

**Authorized Users.** Customer acknowledges that the Skowhegan Savings is not responsible for Customer's actions or negligence in setting up Customer's security access to the Remote Deposit system. Customer will be responsible for authorizing system and functional access to the Remote Deposit system to appropriate employees.

**Access Requirements.** Customer acknowledges that Remote Deposit will utilize a security procedure at login involving a Bank assigned Company username and password, in addition to a Company assigned Authorized User username and password. (Skowhegan Savings will assign an Administrative User username and password. Any additional Authorized Users must be established by said Administrative User or other Authorized User with Administrative permissions.) Customer and its Users will not make any Customer or User Ids or any passwords available to any non-authorized persons. After initial login with both the Bank and Company assigned user names and passwords, each user will be prompted to create a personalized single user name and password. This Single Sign-On ID and password will be used for all future logins. A separate Authorized Administrator Form must be completed.

**Multifactor Authentication (MFA).** Customer acknowledges that Remote Deposit will utilize a security procedure at login for all customers involving a multi-part credential that is in addition to both Authorized User and Company usernames and passwords. This MFA procedure detects unusual or suspicious login activity and requires correct responses to pre-established security questions specific to the User. Account access will not be permitted unless security questions are answered exactly as registered.

**Secure Tokens.** Customer acknowledges that the use of Secure Tokens is available to conduct the requested Remote Deposit services. Secure Tokens add an additional layer of security to the login process for each user. A separate Secure Token Request Form must be completed for this optional service and additional fees may apply.

**Financial Information and Site Audits.** Skowhegan Savings may from time to time request information, including but not limited to financial statements, from Customer in order to evaluate continuation of the Remote Deposit Service to be provided by Skowhegan Savings hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon, but in no case later than five (5) days from, request by Skowhegan Savings, in the form

required by Skowhegan Savings. Customer authorizes Skowhegan Savings to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the Remote Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose.

Upon request by Skowhegan Savings, Customer hereby authorizes Skowhegan Savings to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with this Agreement and Customer specifically authorizes Skowhegan Savings to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and IT infrastructure. Customer hereby acknowledges and agrees that Skowhegan Savings shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate.

If customer refuses to provide the requested financial information, or if Skowhegan Savings concludes, in its sole discretion, that the risk of customer is unacceptable, or if customer refuses to give Skowhegan Savings access to customer's premises for the purpose of ensuring that customer is in compliance with this agreement or to perform an audit of customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and it infrastructure, Skowhegan Savings may immediately terminate this agreement and the Remote Deposit service provided hereunder.

**Term and Termination.** The term of this Agreement shall commence upon execution hereof and shall continue thereafter until terminated as follows: (i) by either party upon 30 days written notice to the other party, for any reason; (ii) by Skowhegan Savings upon 10 days written notice to Customer for Customer's failure to (a) pay Skowhegan Savings any amount due to Skowhegan Savings under this Agreement, or (b) install and use any changes or updates as required herein, if such breach is not cured within such 10 day period; or (iii) by Skowhegan Savings immediately, with written notice to Customer if Skowhegan Savings discovers any willful misconduct (including bad checks or fraudulent activities) on the part of Customer or any other party with respect to checks or electronic items processed by Customer, occurrence of a breach of this agreement that exposes Skowhegan Savings to the immediate risk of loss or due to regulatory requirements.

Any termination will not affect obligations arising prior to termination, such as the obligation to process any checks and electronic items, including returned electronic items that were in the process of being transmitted or collected prior to the termination date. Further, Customer will keep its account(s) at Skowhegan Savings open until the later of (i) 60 days after the date of termination, or (ii) final payment with respect to all processing fees, and will keep in such account(s) an amount sufficient to cover any remaining outstanding checks. If any such outstanding checks or returned items exceed the amount in the account(s), Customer will pay such excess to Skowhegan Savings upon demand. Customer will also continue to retain checks and forward checks to Skowhegan Savings as in the Customer's Responsibility section of this Agreement.

**Confidential Information.** Skowhegan Savings acknowledges that it may obtain or have access to non-public personal information regarding Customer or its customers, and agrees to (i) maintain the confidentiality, integrity and security of such information, (ii) use such information only for the purposes set forth in this agreement and the Account Agreement, including without limitation for the performance of its obligations and exercise of its rights hereunder, (iii) disclose such information only to its employees, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law, and (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed to ensure the security, integrity and confidentiality of such information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, such information.

**Customer Indemnity.** Customer will indemnify and hold harmless Skowhegan Savings, its licensors and providers of Remote Deposit, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including attorney's fees and other legal expenses), liabilities and other losses resulting from (i) the wrongful acts or omissions of Customer, or any person acting on Customer's behalf, arising in connection with Customer's use of Remote Deposit hereunder, including without limitation (a) a breach by Customer of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Customer, its customers, or any third party on behalf of Customer, (c) any modifications or changes to Remote Deposit made by Customer or any third party within the control or on behalf of Customer, (d) any misuse of Remote Deposit by Customer or any third party within the control or on behalf of Customer, or (e) the failure by Customer to comply with applicable state and federal laws and regulations; (ii) any act or omission of Skowhegan Savings that is in accordance with this Agreement or instructions from

Customer; (iii) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of an electronic item to Skowhegan Savings; or (iv) any claim by any recipient of a substitute check corresponding to a check processed by Customer hereunder, that such recipient incurred loss due to the receipt of the substitute check instead of the original check.

**Skowhegan Savings' Liability.** Skowhegan Savings will not be liable to Customer unless liability or loss is a result of (i) a material breach of this Agreement on behalf of Skowhegan Savings, or (ii) gross negligence or willful misconduct by Skowhegan Savings, its employees or agents. By way of example and not of limitation, Skowhegan Savings has no liability arising from the following causes of action : (a) any damages, costs or other consequences caused by or related to Skowhegan Savings' actions that are based on information or instructions that Customer provides to Skowhegan Savings; (b) any unauthorized actions initiated or caused by Customer or its employees or agents; (c) the failure of third persons or vendors to perform satisfactorily, other than persons to whom Skowhegan Savings has delegated the performance of specific obligations provided in this Agreement; (d) any refusal of a Payor Financial Institution to pay an electronic item or substitute check for any reason (other than the breach of contract, negligence or willful misconduct of Skowhegan Savings), including without limitation that the check, electronic item or substitute check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (e) any other party's lack of access to the Internet or inability to transmit or receive data; (f) failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems, or (g) any of the matters described in the Customer Indemnity Section above, or (h) occurrences described in the Force Majeure Section below.

Skowhegan Savings' liability for errors or omissions with respect to the data transmitted or printed by Skowhegan Savings will be limited to correcting the errors or omissions. Correction will be limited to reprinting and/or representing substitute checks or electronic items to the Payor Financial Institution. Skowhegan Savings is not liable for alterations made to the file after it is transmitted through the Service.

Notwithstanding anything to the contrary in this Agreement, Skowhegan Savings' aggregate liability to Customer for claims relating to this Agreement, whether for breach, negligence, infringement, in tort or otherwise, and arising during any twelve month period shall be limited to an amount equal to the total fees paid by Customer to Skowhegan Savings for such twelve month period.

In no event will either party be liable for any consequential, indirect, incidental, special or punitive damages, or any lost profits or loss of any opportunity or good will, even if such party has been advised of the possibility of such damages.

**Disclaimer of warranties.** Customer agrees that the use of Remote Deposit and all information and content (including that of third parties) is at Customer's own risk and is provided on an "as is" and "as available" basis. Skowhegan Savings disclaims all warranties of any kind as to the use of Remote Deposit, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. Skowhegan Savings makes no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

**Limitation of Liability.** Customer agrees that Skowhegan Savings 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 Remote Deposit incurred by Customer or any third party arising from or related to the use of, inability to use, or the termination of the use, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Skowhegan Savings has been informed of the possibility thereof.

**Ownership of Intellectual Property.** Customer acknowledges and agrees that all right, title and interest in and to Remote Deposit, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to, (i) are and shall remain owned exclusively throughout the universe by Skowhegan Savings and its licensors, (ii) represent or contain valuable rights of Skowhegan Savings and its licensors, and (iii) are protected under United States patent, copyright, trademark and trade secret laws of general applicability. This Agreement does not create in Customer any rights to, and does not constitute an assignment of any rights of Skowhegan Savings or its licensors in and to, any copyrights, trade secrets, patents, or other intellectual property rights of Skowhegan Savings or such licensors. Customer will not at any time, either directly or indirectly, (i) put to issue the scope, validity or ownership of Skowhegan Savings' or its licensor's intellectual property rights; (ii) do any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights, or (iii) assert any ownership rights.

**Amendments.** Skowhegan Savings may (i) amend the provisions of this Agreement that govern the procedures and functions of Remote Deposit, and any such amendment will become effective (a) 30 days after Customer's receipt of notification, (b) upon such later date as may be specified in such notification, or (c) at such earlier date as Skowhegan Savings may reasonably require if such amendment is necessary or advisable in connection with statutory or regulatory changes or to protect the integrity, security or operability of the service; and (ii) amend this Agreement as otherwise provided herein. No other amendment to this Agreement shall be effective until signed by both parties to this Agreement.

**Applicable Law and Jurisdiction.** This Agreement will be governed in accordance with the laws of the state indicated in the Account Agreement, excluding its conflict of law principals. The parties shall submit to venue in and jurisdiction of the courts as provided in the Account Agreement.

**Waiver of Jury Trial.** The parties mutually, expressly, irrevocably and unconditionally waive trial by jury in any action arising out of or in connection with this Agreement and acknowledge and agree that such waiver is a material inducement for the undertakings described herein.

**Assignment.** Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Skowhegan Savings may assign this Agreement to an affiliate, subsidiary or its successors without Customer's prior consent, provided that Skowhegan Savings remains primarily liable for the performance of its obligations under this Agreement. Any attempted assignment or delegation without the required consent will be void.

**Compliance with Laws.** Each party will comply with all applicable federal, state and local laws and regulations with respect to this Agreement and such party's activities covered by or related to this Agreement.

**Construction and Interpretation.** Section headings used herein are for the convenience of reference only, and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be deemed to have been drafted by both parties, and in the event of dispute, no party shall be entitled to claim that any provision hereof should be construed against the other party by reason of the fact that it was drafted by any particular party. The failure of either party to enforce any rights granted under this Agreement or to take action against the other party in the event of any breach shall not be considered a waiver of that right or breach unless the waiver has been reduced to writing and signed by the waiving party. If a party effectively waives a right or breach, that waiver will not constitute a waiver of any other right or breach or of a subsequent breach of the same obligation. If any provision of this Agreement is held invalid, illegal or unenforceable in any particular jurisdiction or circumstance, the remaining provisions of this Agreement shall remain valid and enforceable in such jurisdiction or circumstance, and such provision shall remain valid and enforceable in any other jurisdiction or circumstance.

**Entire Agreement.** This Agreement supplements the terms of the Account Agreement. This Agreement and the Account Agreement constitute the entire agreement between Customer and Skowhegan Savings with respect to the subject matter hereof, supersede any prior agreements between Skowhegan Savings and Customer with respect to the subject matter hereof, and shall be binding upon Skowhegan Savings, Customer and their respective successors and permissible assigns. In the event of any inconsistency between this Agreement and the Documentation or any Account Agreement, this Agreement will govern.

**Force Majeure.** Except for the obligation to make payments, nonperformance by either party will be excused to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

**Contingency Plan.** Customer agrees that in the event that Customer is not able to Deposit, balance, process, or otherwise transmit a file to Skowhegan Savings through Remote Deposit, including but not limited to communications, equipment or software outages, interruptions or failures, Customer will transport, or send via courier, the physical checks and deposits to the closest office of Skowhegan Savings and deposit the original checks with Skowhegan Savings until such time that the outage or other interruption can be identified and resolved. The deposit of original checks at an office of Skowhegan Savings shall be governed by the terms and conditions contained in the Deposit Agreement and not by the terms of this Agreement.



**Notices.** All notices permitted or required under this Agreement will be in writing and will be deemed given upon actual delivery. Any notice will be addressed as follows:

- To Skowhegan Savings: Skowhegan Savings  
Electronic Services Department  
PO Box 250  
Skowhegan, ME 04976  
Phone Number: 800.303.9511
- To Customer: The address set forth in the Customer Information section above.

**Periodic Statement.** Customer will not receive a separate banking statement. Deposits made through Remote Deposit will appear on the respective periodic paper or electronic Account statement.

**Relationship between Parties.** This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and the parties will at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

**Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of Skowhegan Savings and Customer and is not intended to benefit any third party, except Skowhegan Savings' licensors. Customer and Skowhegan Savings acknowledge and agree that any party that licenses the Software to Skowhegan Savings, directly or indirectly through one or more sublicenses, is a third party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

## RESPONSIBILITIES

### Skowhegan Savings:

- Skowhegan Savings will deliver to Customer, or otherwise provide access to, Remote Deposit, as well as the Authorized Equipment required for Remote Deposit.
- Skowhegan Savings will provide installation and training support as reasonably required for Customer's implementation of the Service.
- Skowhegan Savings will provide maintenance and support as reasonably necessary to permit Customer's processing of checks. Such maintenance and support shall include (i) corrections; work-arounds and bug fixes, (ii) such modifications, enhancements and updates as Skowhegan Savings elects to make generally available to its customers without additional license fees, and (iii) telephone support to Customer during Skowhegan Savings' regular business hours.
- Skowhegan Savings will accept for deposit to the designated Account(s) digitized images of checks that are transmitted to Skowhegan Savings in compliance with this Agreement. Digitized images shall be deemed received upon successful receipt of the transmission of such images that are complete, usable, and adhere to the data specifications. If the digitized images are not complete, are not useable, or do not adhere to such data specifications, the images may not be processed by Skowhegan Savings or its agents, in which event Customer's deposit will be adjusted and notification will be provided. Skowhegan Savings is not responsible for images which it does not receive or for images that are dropped during transmission.
- Customer's digitized images will be processed after Skowhegan Savings has received Customer's transmission of the digitized images in accordance with the processing deadlines set forth in Deposit Restrictions, Limits and Processing Deadlines Sections of this Agreement. Skowhegan Savings will use commercially reasonable efforts to present image exchange items and substitute checks for collection. Unless Skowhegan Savings notifies Customer otherwise, Skowhegan Savings will provide next day credit to the Account for all items transmitted by Customer and received by Skowhegan Savings in accordance with the requirements of this Agreement and the Documentation, and within the timelines established by Skowhegan Savings. Skowhegan Savings reserves the right to reject the digitized images for any reason without liability to Customer.

- Skowhegan Savings will automatically accept and adjust any deposit received with a discrepancy of \$500.00 or less between the deposit amount indicated and the actual sum of all items. Deposits with a discrepancy exceeding \$500.00 may be returned unprocessed to the Customer for correction.
- If a Payor Financial Institution returns an item to Skowhegan Savings, Skowhegan Savings will charge the Account(s) for such returned item, and may either (i) return the item to Customer, or (ii) re-present it to the Payor Financial Institution before returning it to Customer. Items may be returned as image exchange items, rather than substitute checks, as agreed by the parties. If a Payor Financial Institution or other third party makes a claim against Skowhegan Savings or seeks a re-credit with respect to any check processed hereunder, Skowhegan Savings may provisionally freeze or hold aside a like amount in the Account(s) pending investigation and resolution of the claim.
- Skowhegan Savings may suspend immediately the Services or the processing of any check or corresponding electronic item if Skowhegan Savings has reason to believe that there has been a breach in the security, fraud involving Customer's Account(s) or such check, or any uncertainty as to the authorization or accuracy of electronic items. Skowhegan Savings reserves the right at any time to process electronic items on a collection basis.
- Skowhegan Savings' processing of items that do not meet the definition of check shall not constitute a waiver by Skowhegan Savings or obligate it to process nonconforming items in the future. Skowhegan Savings may discontinue processing of nonconforming items at any time, without cause or prior notice.

#### **Customer's Responsibilities:**

- Customer will maintain an Account at Skowhegan Savings for the receipt of deposits of digitized images of checks, in accordance with applicable Account Agreement.
- Customer will only deposit items permitted under this Agreement except as set forth in the Deposit Restrictions section of this Agreement.
- Customer will electronically transmit all items without endorsement. Skowhegan Savings will virtually apply proper endorsement on behalf of the customer to the electronic item when received. Customer should only endorse physical check after scanning.
- Customer may use only authorized equipment in connection with Remote Deposit, and solely for services on behalf of Customer. Upon termination of the Agreement by either party, Customer will promptly return all copies of documentation and authorized equipment to Skowhegan Savings.
- Customer will ensure the authorized equipment is clean and operating properly. The quality of digitized images must be such that is an accurate representation of the Original Check and is legible for all posting and clearing purposes. It must meet standards for image quality established by ANSI, the Federal Reserve or any other regulatory agency.
- Customer will be responsible for supervising and auditing their use of Remote Deposit.
- Customer will ensure that no Skowhegan Savings (depository, collecting or payor), drawee, drawer or endorser with respect to a check processed by Customer will receive presentment or return of, or otherwise be charged for, the check (including the original check or substitute check), corresponding electronic item, and/or other paper or electronic representation of the check such that such person will be asked to make payment based on an item that it already has paid.
- Customer will retain each check for 120 days after such check has been digitized and processed. Customer will promptly provide any retained check to Skowhegan Savings as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check. Customer will use a commercially reasonable method, subject to review, approval and periodic audit and confirmation by Skowhegan Savings, to destroy checks after the retention period has expired.
- Original checks must be stored in a secure location, and Customer must establish and put into practice security procedures to limit access to the Original Checks. In the event of lost, mistaken, incomplete or unusable electronic items, or in the event of claims of fraud, alteration, counterfeit or otherwise, Customer shall cooperate fully with Skowhegan Savings in providing information, including access to such records, as requested by Skowhegan Savings for verification, audit or other purposes.
- Customer understands and agrees that if the image of a previously deposited original check is dishonored and returned unpaid by Skowhegan Savings, the original check will not be returned and Skowhegan Savings may charge back an electronic or paper reproduction of the original check or a substitute check to Customer's Account.
- None of Customer's employees or the persons from whom Customer accepts Original Checks are a national of a designated blocked country or "Specially Designated National", "Blocked Entity", "Specially Designated Terrorist", "Specially Designated Narcotics Trafficker", or "Foreign Terrorist Organizations" as defined by the United States Office of Foreign Assets Control.

## DEPOSIT RESTRICTIONS

### Types of Deposit Items (Checks) Prohibited:

- Items (checks) not drawn on Financial Institutions within the United States
- Items (checks) not payable in U.S. dollars (\$).
- Items (checks) not authorized under the Account Agreement.
- Items (checks) issued by and/or drawn on Customer or affiliates of the Customer.
- Items (checks) that have been altered, forged or otherwise modified.
- Items (checks) that have already been negotiated and/or deposited and have not been returned by the payor Financial Institution ("Duplicate" items).
- Items (checks) that are substitute checks.
- Items (checks) not payable directly to Customer (third party checks)

## DEPOSIT LIMITS

Remote Deposit may NOT accept deposits that exceed the limits defined below.

LIMITS	
Single Check Maximum Amount:	<a href="#">Click here to enter Single Check Maximum.</a>
Daily Deposit Total Limit:	<a href="#">Click here to enter Daily Deposit Limit.</a>
Approved Deposit Account(s):	<a href="#">Click here to enter Approved Account(s).</a>

## PROCESSING DEADLINES

The deadline ("Cut-Off Time") for processing remote deposits is 3:00 p.m. Eastern Time on each business day (Monday through Friday, excluding bank holidays). Deposits received by Skowhegan Savings after the "Cut-Off Time" on any business day, or on non-business days (Saturdays, Sundays and bank holidays) will be considered to have been received on the following business day.

## FEES

Customer will pay Skowhegan Savings the license and service fees as set forth below, which will automatically be withdrawn from a Customer's Account at Skowhegan Savings each month. Further, Customer shall be responsible for and pay all sales and other taxes applicable to this Agreement and imposed by any governmental authority, including without limitation any sales, use, and other taxes.

**All fees will be debited from the following designated account:** [Click here to Account Number\(s\).](#)

- **Scanner<sup>1</sup>:** Choose an item.
- **One Time Setup Fee:** \$100.00
- **Monthly Maintenance Fee:** Choose an item.

Any other service fees will be charged according to Skowhegan Savings' Service Charges and Common Fees brochure.

**Non-Disclosure:** Customer agrees not to discuss or reveal this Agreement or any fees and charges specified in this Agreement with anyone other than employees of Customer who require such information in the ordinary course and scope of their employment or if disclosure is required by law.

<sup>1</sup> Scanner remains bank property and if service is cancelled, scanner must be returned to bank in working condition or a replacement fee will be applied.

## ACCEPTANCE

This Agreement shall remain in effect for three years from the date of Customer acceptance below, subject to automatic annual review and renewal. Bank and/or Customer may cancel this service at any time by providing at least 30 days written notice to the other party.

Customer and Bank duly execute this Agreement as of the date below.

### CUSTOMER

Printed Name

Title

Authorized Signature

Date

### SKOWHEGAN SAVINGS

Printed Name

Title

Authorized Signature

Date