



is now



## Mobile Deposit Addendum to the Electronic Banking Agreement

### Please carefully review these terms and conditions before proceeding:

Welcome to the People's United Bank, N.A. formerly Farmington Bank Mobile Banking Service. As a subscriber to the People's United Mobile Banking Service (the "Service") this Addendum ("Addendum") amends and becomes a part of the People's United Electronic Banking Agreement and the People's United Terms and Conditions of Your Account – [Consumer](#) / [Business](#). The terms of those other agreements (the "Account Documentation") are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby. In the event of a conflict between this Addendum and the Account Documentation, this Addendum will govern. Please print a copy of this Addendum for your records.

### 1. General

This Addendum ("Addendum") to the People's United [Electronic Banking Agreement](#) between you and People's United sets forth the terms and conditions of the Service, which allows you to make single item deposits to an eligible account electronically by using a supported mobile device with a camera to create an image of a paper check and transmitting it and the related deposit data to us using the People's United Bank Mobile Banking App (a "Mobile Deposit").

Except as expressly provided in this Addendum, deposits made through the Service are subject to all limitations and terms set forth in the relevant Account Documentation governing your deposit 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.

As used in this Addendum, the term "Business Day" shall mean every day except Saturdays, Sundays and federal holidays. The terms "we", "our", "People's United and Bank" mean People's United Bank, National Association and the terms "you" and "your" mean the People's United customer(s) who subscribe to or use the Service.

### 2. Service Requirements

Use of our Service requires that you have an Internet enabled iPhone, Android phone, or iPad with a camera, be enrolled in our Mobile Banking Service and have downloaded our latest version of Mobile Banking App. In order to enroll in the Service, you must meet the eligibility criteria for the Service as determined by People's United and have at least one deposit account. Eligibility includes, but is not limited to, being a customer of People's United for at least 90 days or longer with an active checking, savings, or money market account.

### 3. Limitations of Service

When using the Service, you may experience technical or other difficulties. The Bank cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Further, we reserve the right to change the qualifications of the Service at any time without prior notice. We have the right to reject any check or item transmitted using the Service and we are not liable for any checks or items not received or for any images that are not readable. Further, we shall have no liability for any alterations to the check or item after it has been transmitted by you. Additionally, we reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

### 4. Eligible Check

You agree to scan only paper checks or items that meet the requirements of and are permissible under this Addendum ("Eligible Checks"). If a check or item is dishonored, you will receive an image of the original check or a substitute check as the charged back item. You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of Connecticut's Uniform Commercial Code.

### 5. Image Quality

All images of checks transmitted through the Service shall be legible and accurately depict the legal and courtesy amount field, payee, date, check number, drawee information, and memo line designation. In addition you must verify that the Magnetic Ink Character Recognition ("MICR") line is true and accurate in its reproduction on the check image. We have the right to adjust the amount of any deposit based on our review of the image. You agree that People's United shall not

<sup>1</sup> Business Day – Monday through Friday, except Federal holidays.

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.

## 6. Deposit Cut off Times

You may access the Service at any time seven (7) days a week, except when the Service is unavailable. If the Bank receives, accepts and approves a Mobile Deposit at or before 7:00 pm Eastern Standard Time on a Business Day, it will be deposited on the same business day. If the Bank receives a scanned item after 7:00 pm Eastern Standard Time on a Business Day or receives an item on Saturday, Sunday, or a federal holiday, the check will be deposited on the next Business Day. The Bank will not be liable to you due to your inability to access and use the Service when it is unavailable.

## 7. Funds Availability

In accordance with the People's United Terms and Conditions of Your Account – [Consumer](#) / [Business](#), Mobile Deposit funds will generally be available on the first Business Day after the Business Day of your deposit. Longer delays may apply, as specified in the applicable People's United Personal Deposit Account Agreement. Mobile Deposit funds may be subject to an uncollected funds hold. If a hold is placed on a Mobile Deposit, you will be notified in accordance with the applicable Terms and Conditions of Your Account – [Consumer](#) / [Business](#).

## 8. Your Responsibilities, Promises and Warranties to Us

- You will only deposit Eligible Checks through the Service.
- You will submit check images that meet People's United image quality standards.
- You will not transmit an image or images of the same check to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check(s) or item(s) with us or any other party.
- You agree that you will not use the Service to deposit any checks as set forth below:
  - Checks payable to any person or entity other than you, or to you and another party.
  - Checks containing an 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.
  - Checks previously converted to a substitute check, as defined in Regulation CC as a paper reproduction of an original check that —
    - (1) Contains an image of the front and back of the original check;
    - (2) Bears a MICR line that, except as provided under ANS X9.100-140 (unless the Federal Reserve Board by rule or order determines that a different standard applies), contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured;
    - (3) Conforms in paper stock, dimension, and otherwise with ANS X9.100-140 (unless the Federal Reserve Board by rule or order determines that a different standard applies); and
    - (4) Is suitable for automated processing in the same manner as the original check.
  - Checks drawn on a financial institution located outside the United States.
  - Checks not payable in United States currency.
  - Checks that are remotely created, which is a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.
  - Checks dated more than six (6) months prior to the date of deposit.
  - Checks on which a stop payment order has been issued or for which there are insufficient funds.
- All information you provide to People's United is accurate and true, including that all images transmitted to the Bank accurately reflect the front and back of the check or item at the time it was photographed.
- You will comply with this Addendum and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless People's United from any loss for breach of the provisions set forth in this section or the terms of this Addendum or the Account Documentation.

## 9. Check Handling Procedures

You agree to follow any and all other procedures and instructions for use of the Service as the Bank may establish from time to time:

- Before transmission, you agree to restrictively endorse any check or item transmitted through the Service as "For deposit only" or as otherwise instructed by the Bank. After the check or item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original check or item, substitute check or any other

image thereof.

- People's United Bank will acknowledge that it has received an item or check by marking it "Pending" within the App but such acknowledgement does not mean that the check or item contains no errors or has been accepted and that any such check or item will only receive provisional credit.
- After a check or item has posted to your account, you agree to prominently mark the original check or item as "Deposited" and the date.
- You agree to keep the deposited check or item for 30 days in the event that it's needed for verification, and then destroy or otherwise properly dispose of the check(s) and item(s) that have been accepted for deposit through the Service to ensure that such checks and items are not represented for payment and, prior to disposal or destruction, to safeguard such checks and items.
- You agree to promptly supply any information in your possession that People's United Bank requests regarding a check or item deposited or attempted to be deposited through the Service including the original check or item.

#### 10. Fees

The Service is provided at no charge to you. Upon at least 30 days prior notice and to the extent permitted by applicable law, People's United may charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the Service fee that has been disclosed to you.

#### 11. Deposit Limits

People's United reserves the right to impose limits on the amount(s) and/or number of mobile deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time.

The following limits apply to the total dollar amount and number of checks or items that may be deposited in a day, week or month's timeframe based on how long you've had your eligible Consumer account with People's United. Limits may be adjusted at our discretion. For limits on Business accounts, contact us toll-free at 877-376-2265.

Age of Your Account*	90 to 179 Days	180 to 364 Days	365 + Days
Daily Aggregate Limit / Daily Number of Checks	\$1,000 / 10	\$2,500 / 10	\$2,500 / 10
Weekly Aggregate Limit / Weekly Number of Checks	\$1,000 / 15	\$3,000 / 15	\$3,500 / 15
Monthly Aggregate Limit / Monthly Number of Checks	\$2,500 / 25	\$5,000 / 25	\$6,500 / 25

\*Unsure of the age of your account? Contact us toll-free at 877-376-2265.

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

#### 12. Changes to the Service

People's United reserves the right to terminate, modify, add and remove features from the Service at any time at our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time to time resulting in interrupted service, delays or errors in the Service and People's United shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but People's United cannot guarantee that such notice will be provided.

#### 13. Ownership and License

You agree that People's United retains all ownership and proprietary rights in the Service including associated content, technology, the Mobile Banking App and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Addendum and the Account Documentation. Without limiting the effect of the foregoing, any 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 the Bank's business interest, or to the Bank's actual or potential economic disadvantage in any aspect.

You may use the Service in accordance with this Addendum. You may not copy, reproduce, distribute or create derivative works from the content and you agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

#### **14. Disclaimer of Warranties**

You agree your use of the 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. People’s United disclaims all warranties of any kind as to the use of the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. People’s United makes no warranty that (i) the Service will meet your requirements, (ii) the Service 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 Service or technology will be corrected.

#### **15. Limitation of Liability**

You agree that People’s United 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 Service 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 Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if People’s United has been informed of the possibility thereof.

#### **16. Geographic Constraints**

You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control.

#### **17. Errors**

You agree to notify People’s United of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable People’s United account statement is sent. Unless you notify People’s United within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against People’s United for such alleged error.