

CNB Mobile Remote Deposit Capture Service Agreement (the “Agreement”)

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY, IT GOVERNS YOUR ACCESS AND USE OF THE CNB MOBILE REMOTE DEPOSIT CAPTURE SERVICE (HEREINAFTER THE “MRDC SERVICE”). THE WORDS “WE”, “OUR”, “US”, OR “CNB” REFER TO CITY NATIONAL BANK OF FLORIDA. THE WORDS “YOU”, AND “YOUR” REFER TO THE ACCOUNT OWNER, AUTHORIZED SIGNER OR ANY USER YOU AUTHORIZE TO USE THE MRDC SERVICE ON YOUR BEHALF. ANY TERM CAPITALIZED HEREIN AND NOT DEFINED SHALL HAVE THE MEANING ASCRIBED IN THE *ONLINE BANKING AGREEMENT (“OBA”), OR THE DEPOSIT AGREEMENT.*

1. **Accepting the Agreement and your attestation.** You accept and agree to be bound by this Agreement when you enter the CNB Mobile Banking Application (hereafter the “Mobile Application”) and accept this Agreement as a precondition to use of the MRDC Service. In addition, by accessing or using the MRDC Service described herein, or by authorizing others to use it, you agree to be bound by this Agreement and thereby accept it in full, subject to amendment by CNB from time-to-time. Such amendments to the Agreement will be on the Mobile Application and is also posted on CNB’s website at <http://www.citynationalcm.com/home/disclosures>. You attest: (i) you are a legal account owner, authorized signer, or legal representative (e.g., court appointed custodian / receiver, bankruptcy trustee, attorney-in-fact, etc.), including legal entities (e.g., Corporations, LLC’s Partnerships, Trusts, etc.); (ii) all information that you have provided to be used in connection with MRDC Service is accurate, current, and complete; (iii) that you have the right to provide such information to us for the purpose of using the MRDC Service; and (iv) that you shall not misrepresent your identity and to keep all information current and accurate.
2. **Relation to other agreements.** Your use of the MRDC Service may also be affected by the agreements between us for your linked CNB deposit accounts. For example, the OBA, the applicable *Disclosures & Schedule of Fees*, and the *Deposit Agreement* apply to any linked deposit accounts. When you use the MRDC Service, you do not change those agreements with us. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions or terms that might impact your use of a linked account with the MRDC Service.
3. **Eligibility.** In order to enroll in the MRDC Service, you must be designated as an authorized signer, legal representative, or owner of a CNB deposit account (the “Account”) that is eligible for this MRDC Service, and be approved by CNB. We will determine whether you are eligible for the MRDC Service in our sole discretion. Factors impacting your eligibility include, but are not limited to: tenure of your relationship with CNB, whether you overdraw your Account(s) with us or receive notice of such activity with other financial institutions, the regularities of any such overdrafts, number of return items on your Account(s), suspected fraud, etc. We may suspend or terminate your use of the MRDC Service at any time and without prior notice to you. If you violate the terms of this Agreement, then we also may use such actions as a basis to terminate your account relationship with us.
4. **Conditions to Provision of the MDRC Service.** As conditions to CNB’s provision of the MRDC Service, you shall (a) maintain the Account in good standing, (b) subscribe to CNB’s Online Banking Service, and (c) comply with such restrictions on the MRDC Service as we may communicate to you from time to time.
5. **Description of the MRDC SERVICE.** “Paper Item” means an item that is in paper form and includes a check, draft (other than a demand draft) payable on demand, money order, cashier’s check or traveler’s check, or as provided for below in the section titled “Eligible Paper Items”. The MRDC Service enables

you to use the Mobile Application via certain supported hardware devices (e.g., Smartphone, iPads, Android, and others as added by CNB at our sole discretion). The MRDC Service permits you to (i) create electronic images of the front and back of certain Paper Items and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing in accordance with this Agreement and applicable laws and regulations. The term “Electronic Item” used within this Agreement incorporates the definition of “electronic check” and “electronic returned check”, as those terms are defined within Federal Reserve Regulation CC (“Reg CC”) (i.e., 12 CFR 229.2 (ggg)). “Electronic Item” means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:

- a. Create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item was drawn and to which the Electronic Item relates or (b) at or through which the Paper Item is payable (each, the “Paying Bank”);
 - b. Include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
 - c. Present or post any Electronic Item for which we are the Paying Bank.
6. Eligible Paper Item(s). You agree to scan and deposit only “checks” as that term is defined in Reg CC. As stated above, you agree that the image of the check / Paper Item transmitted to CNB shall be deemed an “Electronic Item” as that term is defined within this Agreement. You agree that you will not use the MRDC Service to scan and deposit any checks / Paper Items, as shown below:
- a. Checks or items payable to any person or entity other than you.
 - b. Checks payable to you and another party who is not an owner, authorized signer, or legal representative on the account.
 - c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, 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.
 - d. Checks or items previously converted to a substitute check, as defined in Reg CC.
 - e. Checks or items drawn on a financial institution located outside the United States or not payable in United States currency.
 - f. Checks or items that are remotely created checks, as defined in Reg CC.
 - g. Traveler’s checks or savings bonds
 - h. Checks or items dated more than 6 months prior to the date of deposit or dated after the deposit date.
 - i. Checks or items prohibited by CNB’s current procedures relating to the MRDC Services or which are otherwise not acceptable under the terms of your CNB Account and *Deposit Agreement*.
7. Fees for the MRDC Service. The MRDC Service is provided at no charge to you; however, third party message and/or data rates may apply. These include fees your wireless carrier may charge you for data usage or other services. Check with your wireless carrier for details regarding your specific wireless plan and any data usage or other charges that may apply. You hereby agree that any such fees are your sole responsibility and we shall not be responsible for any such fees under any circumstance. Also, a supported mobile device is needed to use the MRDC Service. The MRDC Service is a feature of the Mobile Application which you must download. You should also keep in mind normal account fees and service charges may apply. Please refer to the appropriate *Disclosures & Schedule of Fees*, for the linked Account in order to obtain a listing of applicable charges that may apply for the various products or services used.
8. Limitations of MRDC Services. When using the MRDC Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The MRDC Service has Eligibility (see above) requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the MRDC Service, in whole or in part, or your use of the MRDC Service, in whole or in part, immediately and at any time without prior notice to you. Notwithstanding the foregoing,

you agree that we may close your account without advance notice (or any notice at all) under certain circumstances such as, for example, we believe in good faith that your account is being used to facilitate a fraud, to prevent a loss or other crime, or your account remains overdrawn for ninety (90) days or more.

9. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the MRDC Service and to modify such limits from time to time, without prior notice to you. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The standard limit is as follows: the daily dollar limit is \$1,000.00, the weekly dollar limit is \$2,000.00 per any seven (7) consecutive calendar day period, and the monthly dollar limit is \$4,000.00 per any thirty (30) consecutive calendar day period. There is no limit on the number of Electronic Items that can be processed, as long as the standard dollar limits are not exceeded. In the event you would like to increase the standard dollar limits, please consult with your relationship manager. We will consider several variables when determining a limit increase request, which include but are not limited to: tenure of your Account(s) relationship with the Bank, the manner in which you have handled your Account(s) (e.g., whether overdrafts or return items take place and their frequency), the balances maintained in the Account(s) relationship, etc., as the risks of this service to the Bank for fraud are elevated. Daily and monthly deposit limits may vary for users. The Mobile Application will provide you with the maximum deposit limit available at any given time.
10. Image Quality. The image of a Paper Item transmitted to CNB using the MRDC Service must be legible. The image quality of the Paper 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 System, or any other regulatory agency, clearing house or association. Checks should be placed on a dark background, ensuring the image is in focus and the four corners of the check are visible inside the camera box.
11. Endorsements and Procedures. You agree to properly endorse any Paper Item transmitted through the MRDC Service by including a restrictive endorsement, as follows: “for mobile deposit at CNB only” or any similar endorsement on the original check, in addition to any requirement found in the *Deposit Agreement*. Any original check presented for deposit which does not include a restrictive endorsement, as provided for above, will not be accepted for deposit and will be returned by CNB. You agree to indemnify and hold harmless CNB from any loss as a result of your failure to endorse the original check as required herein.
12. Receipt of Paper Item(s). For purposes of this Agreement, “Business Day” is every day except Saturdays, Sundays, and Federal holidays. If you transmit your Electronic Item(s) to CNB before 5 pm EST on any Business Day, we shall review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item(s) to us after 5 pm EST on any Business Day, we shall review and process your Electronic Item(s) on the next Business Day. Your Electronic Item(s) is deemed to have been received by CNB when you receive a confirmation from CNB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. If there is a discrepancy between the entered and confirmed amount and the amount on the scanned image we will credit the account based on the scanned image. We are not responsible for Paper Items we do not receive or for images that are dropped during transmission. For all purposes, legal and otherwise, any Paper Item deposited will be deemed to have been deposited at the branch where the Account is maintained.
13. Exception Paper Item(s). Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the MRDC Service (each, an “Exception Item”), without liability to you. An Exception Item includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) any Paper Item previously listed in the section titled “Eligible Paper Items”.

14. Funds Availability. Funds deposited may not be available for immediate withdrawal and will be available based upon CNB's Funds Availability Policy provided at account opening and / or as found on our website (<http://www.citynationalcm.com/home/disclosures>).
15. Retention of Original Paper Item(s). Once the Paper Item has been credited to your account, you must mark the original Paper Item by writing MOBILE CHECK DEPOSIT on the front with the date and retain the Paper Item for fourteen (14) calendar days. You may not present the original Paper Item or any image or substitute check created from the original check for payment at any other financial institution. During this 14-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original Paper Item available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original Paper Item, you authorize us to deduct the amount of the Paper Item in question from your Account, regardless of whether such action may cause your Account(s) to have insufficient funds, and to pay any associated fees. Immediately after this 14-day period, you must securely and irretrievably destroy the original Paper Items from which you have previously created and submitted to us as an Electronic Item.
16. Hardware and Software. In order to use the MRDC Service, you must obtain and maintain, at your expense, compatible hardware (e.g., Smartphone, Apple iPad, iPhone, Android, etc.) as specified by CNB from time to time with a working camera that is capable of downloading and running the Mobile Application. The Mobile Application is provided at no cost to you; however, wireless carrier data usage rates may apply.
17. Errors. You agree to notify CNB of any suspected errors regarding Paper Items deposited through the MRDC Service right away, and in no event later than 30 days after the applicable CNB account statement is sent. Unless you notify CNB within 30 days, such statement regarding all deposits made through the MRDC Service shall be deemed correct, and you are prohibited from bringing a claim against CNB for such alleged error.
18. Errors in Transmission. By using the MRDC Service you accept the risk that a Paper Item may be intercepted or misdirected during transmission. CNB bears no liability to you or others for any such intercepted or misdirected Paper Items or information disclosed through such errors.
19. Returned Deposits. Any credit to your Account for Paper Items deposited using the MRDC Service is provisional. If Paper Items deposited through the MRDC Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that we may charge back the amount of the original Paper Item and provide you with an image of the original Paper Item, a paper reproduction of the original Paper Item or a substitute check. You authorize us to charge any of your Account(s), without prior notice, and at any time for the returned Paper Item. Please refer to the Bank's *Disclosures & Schedule of Fees* (Personal or Commercial Accounts) for details on the applicable fees/charges. Without our approval, you shall not attempt to deposit or otherwise negotiate an original Paper Item if it has been charged back to your Account. We may debit any Account in which you have an ownership interest to obtain payment for any Paper Item that has been rejected or returned, for any adjustment related to such Paper Item or for any warranty claim related to such Paper Item, whether or not the rejection, return, adjustment or warranty claim was made timely.
20. Presentment. The manner in which the Electronic Items are cleared, presented for payment, and collected shall be in CNB's sole discretion or as provided in the *Deposit Agreement*.
21. Compliance with Law. You will use the MRDC Service for lawful purposes and in compliance with all applicable laws, rules, regulations and this Agreement.

22. MRDC Service Unavailability. The MRDC Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the given Internet service provider, cellular service provider, and Internet software. In the event that the MRDC Service is unavailable, you may deposit original Paper Items in other methods including at our branches, through our ATMs or by mailing the original Paper Item to: City National Bank, P.O. Box 025605, Miami, FL 33102-5605.

23. Your Warranties to CNB. You make the following warranties and representations to CNB:

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE MRDC SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE MRDC SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE MRDC SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT CNB PROVIDES YOU WITH RESPECT TO THE MRDC SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY CNB IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE MRDC SERVICE OR YOUR SECURITY CREDENTIALS.

In addition, you represent and warrant that:

- a. Each Electronic Image is a true and accurate rendition of the front and back of the original Paper Item, without any alteration, and the drawer of the Paper Item has no defense against payment of the Paper Item.
- b. The amount, payee(s), signature(s), and endorsement(s) on the Electronic Image and on the original Paper Item are legible, genuine, and accurate.
- c. You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us as an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item.
- d. There are no other duplicate images of the original Paper Item.
- e. The original Paper Item was authorized by the drawer in the amount stated on the original Paper Item and to the payee(s) stated on the original Paper Item.
- f. You are authorized to enforce and obtain payment of the original Paper Item.
- g. You have possession of the original Paper Item and no party will submit the original Paper Item for payment.
- h. You placed the required restrictive endorsement on the original Paper Item.
- i. You agree to indemnify and hold harmless CNB from any loss for breach of this warranty provision

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

24. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Paper Items deposited through the MRDC Service in your possession and your records relating to such Paper Items and transmissions. Further, you agree to provide any requested affidavit of fraud or file police reports, as necessary.

25. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or

unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

26. Ownership & License. You agree that CNB retains all ownership and proprietary rights in the MRDC Service, associated content, technology, and website(s). Your use of the MRDC Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the MRDC Service. Without limiting the restriction of the foregoing, you may not use the MRDC Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to CNB's business interest, or (iii) to CNB's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the MRDC Service.
27. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE MRDC SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MRDC SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE MRDC SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE MRDC SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE MRDC SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ALSO MAKE NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.
28. LIMITATION OF LIABILITY. YOU AGREE THAT IN NO EVENT SHALL CNB OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, ACTIONS, LIABILITIES, COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE MRDC 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 THIS MRDC SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CNB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. YOU UNDERSTAND AND AGREE THAT THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
29. Indemnification. You understand and agree that you are required to indemnify our technology partners, including but not limited to, Digital Insight and Ensenta, and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Ensenta, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to CNB's or your use of the MRDC Service, Ensenta or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Ensenta in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

30. Canceling / terminating, amending, or suspension of the MRDC Service. Except as otherwise required by law, we may in our sole discretion change these terms, and modify, terminate or cancel the MRDC Service, at any time, and we are not obligated to notify you in advance. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made we will update the Agreement and provide the same to you a reasonable period of time on or before the effective date of any such changes to this Agreement, unless (i) an immediate change is necessary to maintain security or to prevent fraud; or (ii) a legal or regulatory requirement requires immediate change; in which event this Agreement will be updated within a commercially reasonable period of time. You will be notified of changes to this Agreement which materially affect your rights. By continuing to use MRDC Service after such notice of any change, you accept and agree to be bound by any such change.

We may terminate or suspend all or any part of MRDC Service at any time, in our discretion, without notice to you, and without liability to you. The Agreement shall remain in effect unless terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the MRDC Service for any unauthorized or illegal purposes or you use the MRDC Service in a manner inconsistent with the terms of your *Deposit Agreement*, or any other agreement with us. No termination of the MRDC Service or any part thereof will affect your liability or obligations under this Agreement or any agreement accruing prior to the date of termination of any provisions of this Agreement or any agreement which, by their nature or by express provision, are intended to survive termination. When you use or allow others to use the MRDC Service, you confirm your agreement to abide and be bound by this Agreement, as in effect at that time. We may limit the types and number of accounts eligible for the MRDC Service at any time.