



Mobile Banking Disclosures

AMALGAMATED BANK MOBILE CHECK DEPOSIT SERVICE

This Agreement ("Agreement") explains the terms and conditions that govern your use of our Mobile Check Deposit Service ("Mobile Deposit"). By accepting this Agreement and using the Mobile Deposit service you agree to abide by and be subject to the terms and conditions set forth in this Agreement. Throughout this Agreement, the words "Bank," "we," "our" and "us" refer to Amalgamated Bank, and the words "you" and "your" mean the person agreeing to these terms and conditions and using Mobile Deposit.

1. Mobile Deposit Service. Mobile Deposit allows you to make deposits of the electronic image of an original paper check or other paper source document payable in U.S Dollars (hereinafter referred to as, an "Item") to your eligible deposit account(s) with us from home or other remote locations by capturing an electronic image of the Item with your compatible smart phone, tablet or other mobile device and delivering the electronic image and associated deposit information (an "Image") to us, or our processor. Please visit our [Mobile FAQs page](#) for a current list of deposit accounts and mobile devices which may be used in connection with Mobile Deposit.

You must be a registered user of our Online Banking Service through AmalgamatedOnline® to apply for and use Mobile Deposit. Deposits made through Mobile Deposit are subject to the Terms and Conditions for Consumer Accounts and Services ("Account Agreement"), which governs your deposit accounts with us.

2. Limits. We may establish limits on the dollar amount and/or number of Items or deposits from time to time. Please visit our Mobile FAQs page to view our most current deposit limits for Mobile Deposit. 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.

3. Eligible items. You agree to scan and deposit only checks drawn on U.S. banks in U.S. dollars. You agree that you will not use Mobile Deposit to deposit:

- Items payable to any person or entity other than you (i.e., payable to another party and then endorsed to you);
- Items payable to you and another party who is not a joint owner on the account;
- Items that contain evidence of alteration, 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;
- Items which exceed the deposit limits published by the Bank for Mobile Deposit;
- Items you are not authorized to deposit to your account;
- Items prohibited by the Bank for Mobile Deposit (please visit our [Mobile FAQs page](#) for a list of unacceptable Mobile Deposit Items) or which are otherwise not acceptable under the Account Agreement;
- Items that have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution;
- Any Item that was previously deposited and returned to you unless we advise you otherwise;
or
- Items which are stale (more than 6 months old) or post-dated (made payable at some point in the future).

4. Requirements. Each electronic image of an Item must provide all the information on the front and back of the Item at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Item, MICR-line information, signature(s), any required identification written on the front of the Item and any endorsements applied to the back of the Item. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and “For Mobile Deposit Only”. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

5. Receipt of Deposit. All Images processed for deposit through Mobile Deposit will be treated as “deposits” under the Account Agreement and will be subject to all terms of such agreement. Your Image is deemed to have been received by the Bank when the Mobile Deposit service generates a confirmation message. Confirmation does not mean that the Image contains no errors or is complete. We are not responsible for any Image that we do not receive.

We reserve the right, at our sole discretion, to reject any Image we receive for remote deposit into your account and will not be liable for doing so even if such action causes outstanding checks or other debits to your account with us to be dishonored and returned. We will notify you of Images received and then subsequently rejected. Reason for rejection may include any of the following: incomplete or missing endorsement; illegible check or poor image quality; altered check; or duplicate check. This list is for illustrative purposes only and is not a list of all the reasons that an image of an Item may be rejected.

If the Image transmitted to us does not comply with our or our processor’s requirements for content and/or format, we may, in our sole discretion: further transmit the Item and data in the form received from you; repair or attempt to repair the Item or data and then further transmit it; or return the Item and data to you unprocessed and charge back to your account.

Following receipt, we may process the Image by preparing a “substitute check” or clearing the Item as an image.

6. Presentment. The manner in which Items are cleared, presented for payment, and collected shall be done in accordance with the Account Agreement.

7. Items. After you receive confirmation that we have received an Image, you agree to safeguard, including securely storing, the Item for 30 calendar days after transmission to us and make the Item accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested Item in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the Item by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Item, the Image will be the sole evidence of the Item.

You agree that you will never re-present the Item. You understand that you are responsible if anyone is asked to make a payment based on an Item that has already been paid.

8. Returned Deposits. As with any non-cash deposit, any credit to your account for Items deposited using Mobile Deposit is provisional. If Items deposited through Mobile Deposit 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 an Item will not be returned to you, but that we may charge back the amount of the Item and provide you with an image of the Item, a paper reproduction of the Item or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Item if it has been charged back to you.

We may debit any of your accounts to obtain payment for any Item that has been rejected or returned, for any adjustment related to such Item or for any warranty claim related to such Item, whether or not the rejection, return, adjustment or warranty claim was made timely.

9. Your Warranties. You represent and warrant to us that:

- Each Image is a true and accurate rendition of the front and back of the imaged Item without any alteration, and the drawer of such Item has no defense against payment of the Item.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Item are legible, genuine, and accurate.

- You will not deposit or otherwise endorse to a third party any Item deposited through Mobile Deposit and no person will receive a transfer, presentment, or return of, or otherwise be charged for, such Item or a paper or electronic representation of the Item such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of any Item deposited through Mobile Deposit.
- Any Item deposited by you through Mobile Deposit is authorized by the drawer in the amount stated on the Item and to the payee(s) stated on the Item.
- You are authorized to enforce and obtain payment of all Items deposited through Mobile Deposit. You have possession of the original Item and no party will submit the Item for payment.

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.

10. Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

11. Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Items at our branches or at our deposit-taking ATMs.

12. Funds Availability. Deposits made through Mobile Deposit are subject to the Funds Availability Disclosure set forth in the Account Agreement. In general, funds deposited through Mobile Deposit are available to you on the second business day after you receive a confirmation message with respect to the deposited Image. Longer delays may apply, please see our Funds Availability Disclosure in the Account Agreement. Deposits made through Mobile Deposit are processed in the

same manner as a paper deposit made in a branch and are NOT “electronic direct deposits” for purposes of funds availability. Deposits made through Mobile Deposit are considered received if transmitted and confirmed by 3:30 p.m. Eastern Standard Time (EST). Deposits transmitted through Mobile Deposit and confirmed by the Bank before 3:30 p.m. EST on a business day will be posted to your account on the same day. Deposits transmitted through Mobile Deposit which are confirmed after 3:30 p.m. EST or deposits transmitted and confirmed on holidays or days that are not our business days, will be posted to your account on the following business day.

13. Business Days. For determining the availability of your deposits, the Bank’s business days are generally Monday through Friday, excluding Federal banking holidays. The Bank retains the right to change its banking hours and business days from time to time.

14. Mobile Deposit Security. You agree you will complete each deposit via Mobile Deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 1- 800-699-3679 and with written confirmation if you learn of any loss or theft of any Items deposited through Mobile Deposit. You will ensure the safety and integrity of such Items from the time of receipt until the time of destruction.

15. Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of each Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile, copy or reproduce all or any part of, or interfere, or attempt to interfere with the technology or service associated with Mobile Deposit. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. and Vertifi Software, LLC, retain all

rights, title and interests in and to the services, software and development included in or associated with Mobile Deposit.

16. Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of Mobile Deposit and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Intuit, Inc. (Intuit) and Vertifi Software, LLC (Vertifi), and hold harmless Intuit, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to 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 us or your use of Mobile Deposit, or any Vertifi or Intuit Applications relating thereto, unless such claim directly results from an action or omission made by Intuit or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

17. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, 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 MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN MOBILE DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.

18. 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 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 MOBILE DEPOSIT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

19. Amendments and Termination: We may restrict and/or cancel, without prior notice, your ability to use Mobile Deposit if we notice any suspicious activity. Under such circumstances, your service will not be reinstated until such problems are resolved. You may terminate this service anytime by sending a written request by electronic mail to: ab-online@amalgamatedbank.com (link sends e-mail) or call us at 800-699-3679. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

20. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

21. Entire Agreement. This Agreement, including all agreements and other documents incorporated by reference, such as our Mobile FAQs page, constitutes the entire agreement between the parties as to the subject matter hereof.

22. Governing Law and Other Terms. Regardless of where you access Mobile Deposit, or live or work, this Agreement, except as otherwise expressly provided for in your Account Agreement or as otherwise required by applicable law, or any dispute arising hereunder shall be governed by the laws



of the State of New York, without regard to its principles of conflicts of laws. You also consent to the exclusive jurisdiction of courts in the City and State of New York in connection with such disputes. You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third party service providers. We do not waive our rights by delaying or failing to exercise them at any time. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.