

## BUSINESS MOBILE DEPOSIT

### BUSINESS MOBILE DEPOSIT

Business Mobile Deposit lets you deposit checks quickly and easily in your Champlain National Bank Business account using your smartphone or tablet. Stay organized without the worry of lost or misplaced checks because you can securely process them as soon as you receive them. That versatility improves your cash flow by receiving funds faster, plus it saves time, money, and fuel with fewer trips to the bank. Stay focused on your business while banking on your schedule!

### WHAT CAN I DEPOSIT?

You will be able to deposit up to 10 checks per day, with a maximum of 100 checks per 14 day rolling calendar. Dollar amount restrictions are \$15,000 per day, and \$60,000 per 14 day rolling calendar. Most types of checks can be deposited, however some exclusions apply such as checks drawn on foreign banks or in foreign currency, post-dated or stale dated checks, and third party checks. Checks drawn on the business or affiliates of the business may not be deposited without prior consent of Champlain National Bank.

### TIPS FOR USING MOBILE DEPOSIT

You will need to download the Champlain National Bank Business Mobile Deposit App to your smartphone or tablet.

Your endorsement on the back of each check must include: "For Mobile Deposit Only" or the check may be rejected. Please print this clearly and on one line. You must also place a check mark in the Mobile Deposit box if there is one.

Make sure you are snapping a clear picture of the entire check, both front and back.

Deposits can consist of multiple checks.

You will receive a confirmation email when a deposit has been successfully transmitted. You can also see your deposit status and history on the main page of the App.

Retain the check for 30 days after you make the deposit in a safe place. You can destroy it after the 30 day window.

### WHEN ARE THE FUNDS AVAILABLE?

If you submit a deposit to us on a business day before 5:00 pm, the deposit will be credited to your account that day and made available the next business day. Deposits made after 5:00 pm and on non-business days (Saturday, Sunday, and federal holidays) will be credited to your account the next business day and available to you according to our Funds Availability Policy.

### TRANSACTION REPORTS

Champlain National Bank offers Business Mobile Deposit users website access to generate reports, edit current transactions, and view their deposit history.

### HOW WE HANDLE DEPOSIT ISSUES

A deposit will be rejected if the check image is blurry, the check was already deposited, or if the check is not properly endorsed. You will also receive an email from us, letting you know the deposit was rejected. If you enter the check amount incorrectly, the App will instruct you to correct the amount in order to finish the deposit.

### WHAT'S THE COST?

Champlain National Bank does not charge for its Business Mobile Deposit service. However, your wireless provider may assess data rates, and you will be responsible for those charges.

### WHAT BUSINESSES ARE ELIGIBLE?

Any business with a deposit account that's been open for at least six months, and that's had less than five overdrafts per quarter, can take advantage of Business Mobile Deposit.

### SAFE AND SECURE

Keeping your accounts safe while you are using our Business Mobile Deposit App is our priority. The App will automatically log off a user who locks their mobile device or places it into an idle status. Users are automatically logged off after 30 minutes of inactivity. Closing the App on the mobile device will also log a user out of the system. Your account information is not stored on your mobile device after accessing the Champlain National Bank Mobile App.

### HOW DO I APPLY?

Complete the Business Mobile Deposit Enrollment Form, sign the Disclosure and Agreement, and return it to the nearest Champlain National Bank branch. You can also mail it to us.

### QUESTIONS?

If you have any questions you can contact us by:

Visiting or calling your local branch

Emailing us at: [info@champlainbank.com](mailto:info@champlainbank.com)

Visiting our website: [www.champlainbank.com](http://www.champlainbank.com)

Writing us at:

Champlain National Bank

3900 NYS Route 22

Willsboro, NY 12996

## BUSINESS MOBILE DEPOSIT ENROLLMENT FORM

### BUSINESS INFORMATION

Business Name:		Tax ID Number:	
Business Structure: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Municipality <input type="checkbox"/> Government <input type="checkbox"/> School <input type="checkbox"/> Association			
Address:		City:	State:      Zip Code:
Phone Number:	Fax Number:	Email Address:	
Business Description:			
Years in Business:		Years at Existing Location:	

### CONTACT INFORMATION

Primary Contact Name:	Phone Number:	Email Address:
Secondary Contact Name:	Phone Number:	Email Address:

### ADMINISTRATOR INFORMATION

Administrator Name:	Phone Number:	Email Address:
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### MOBILE DEPOSIT INFORMATION

Bank Account Numbers for Mobile Deposit:
Deposit Adjustments: <input type="checkbox"/> Reject Any Deposit Within a Variance <input type="checkbox"/> Adjust Any Deposit With a Variance <input type="checkbox"/> Adjust Any Deposit With a Variance of \$ _____ or less
Notification Email Address(es):

### IMPORTANT DISCLOSURE

I acknowledge that I have received the Champlain National Bank Business Mobile Deposit Disclosure and Agreement, and by accessing Business Mobile Deposit I thereby agree to its terms and conditions. I understand that eligibility for enrollment in Business Mobile Deposit is subject to certain restrictions, as well as Champlain National Bank approval.

### SIGNATURE

Name: _____	Date: _____
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Give this form to a Client Service Representative at your local branch, or mail to: Champlain National Bank, 3900 NYS Route 22, Willsboro, NY 12996

### Bank Use

Accepted and Customer Identity Verified by: _____	Client CIF: _____
Recommended by: _____	Date: _____
Officer Approval by: _____	Date: _____
Entered by: _____	Verified by: _____

## BUSINESS MOBILE DEPOSIT DISCLOSURE AND AGREEMENT

### BUSINESS MOBILE DEPOSIT

This Business Mobile Deposit Disclosure and Agreement is being provided by Champlain National Bank in connection with your application for the use of Business Mobile Deposit described in this Disclosure and User Agreement. This Agreement supplements the Champlain National Bank Deposit Account Agreement and Disclosures, Online Banking Agreement, and any other agreement between you and the Bank. In the event of a discrepancy, the terms of this Disclosure and Agreement shall control.

Business Mobile Deposit is a business product and is for use by authorized individuals to make deposits into the business accounts from a camera enabled mobile device capable of capturing check images and information and electronically delivering this information to the Bank or the Bank's designated processor.

The Bank retains the ability to either approve or deny your use of Business Mobile Deposit in the Bank's sole and absolute discretion. If the Bank approves you to use Business Mobile Deposit, then by using this service, you agree to the provisions set forth in this Agreement and Disclosure.

*Please read this entire Disclosure and Agreement prior to using Champlain National Bank's Business Mobile Deposit product. By using Business Mobile Deposit, you acknowledge your receipt and understanding of this Disclosure and agree to all terms of the Agreement.*

### DEFINITIONS

"Account(s)" means the Company's Champlain National Bank checking or savings account

"Device" means your compatible Apple iPhone, iPad, Android phone, or Android tablet all of which allow secure SSL traffic and which is capable of receiving text messages and/or push notifications.

"Agreement" means this Business Mobile Deposit Disclosure and Agreement

"Electronic Image" means a digital or electronic representation of an original check that meets all of the Standards and is submitted by you to the Bank for processing and collection

"Electronic Deposit" means a file that contains information regarding each Electronic Images to be submitted by you to the Bank that meets all of the requirements imposed from time to time by the Bank as set forth in this Agreement

"MICR Line" means the numbers, which may include the routing number, account number, check number, check amount and other information, that are printed near the bottom of a check in magnetic ink in accordance with the Standards

"Original Check" means the first paper check issued to or endorsed by you

"Standards" means the applicable standards as determined by the American National Standards Institute ("ANSI") for image quality and transmission protocols

"You" and "Yours" mean the Company or each person with authorized access to the Company's Account(s) who applies for and uses the Business Mobile Deposit product

"Service" means Champlain National Bank's Business Mobile Deposit

"We", "Us" and "Bank" mean Champlain National Bank

### OUR COMMITMENT TO SECURITY

Champlain National Bank recognizes and respects our customers' right to privacy and security concerning their non-public information. We are committed to maintaining the confidentiality and security of your information, and therefore we employ various methods of authentication.

### SECURITY

To help safeguard against potential unauthorized use of your Account, you should employ reasonable caution when using a mobile phone or tablet. If you believe your mobile device, user name (Login), password or other approved access device has been lost or stolen, contact us at once at (518) 963-4201, option 1.

### CHANGE IN TERMS

Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change by providing you with a revised Agreement. Your continued use of the service will indicate your acceptance of the revised Agreement. Further, we reserve the right in our sole discretion to change, modify, add or remove features of the Service. Your continued use of the Service will indicate your acceptance of any such changes.

## LIMITATION OF SERVICE/ACCESSIBILITY

In general, Champlain National Bank's Business Mobile Deposit is available 24 hours per day, seven days a week. However, there may be times when you may experience technical or other difficulties using the Service including but not limited to the Service being unavailable due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond the Bank's control. You agree that Champlain National Bank shall not be held liable if you are unable to gain access to the Service.

The Bank does not assume liability for any technical or other difficulties that you may incur. We also reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event Business Mobile Deposit is not available to you, you acknowledge that you can deposit your check at a branch office, through a branch night depository or by mail.

## CHECKS ELIGIBLE FOR DEPOSIT

The following are not authorized for deposit using the Service:

- Checks payable to any person or company other than you
- Checks issued by and drawn on the Company or affiliates of the Company without prior consent of the Bank
- Checks drawn or otherwise issued by the US Treasury (such as tax refund checks)
- Checks drawn on foreign financial institutions or payable other than in US dollars
- Checks that have been altered 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 is drawn
- Original checks that have previously been submitted through the Service or through a remote deposit service offered by another institution
- Checks payable on sight or payable through Drafts
- Checks dated more than six months prior to the date of deposit
- Checks stamped with a "non-negotiable" watermark
- Any check marked with "non-recourse"
- Any check that has been dishonored or returned unpaid
- Third party checks are not eligible to be deposited using the Service

## IMAGE QUALITY

The image of a check deposited using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI (American National Standards Institute), the Federal Reserve Board or any other regulatory agency for image quality and transmission protocols. This includes MICR line, image quality of the original check, and image quality of the electronic image.

## ENDORSEMENTS AND PROCEDURES

You agree to endorse any item remotely deposited through the Service as "FOR MOBILE DEPOSIT ONLY". You may list the account number you are depositing into below the required endorsement. You agree to follow any and all other procedures and instructions the Bank may establish from time to time. Endorsements must be made on the back of the check within ½ inch from the top edge, although we may accept endorsements outside this space. Any check that is not properly endorsed may be rejected. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

## RECEIPT OF DEPOSITS

We are not responsible for items we do not receive or for images that are dropped during transmission. An image shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission is error free or complete. Images that are not complete, usable, or do not adhere to the image quality standards, may not be processed by us, in which event your deposit will be adjusted and notification provided. ALL ITEMS TRANSMITTED FOR DEPOSIT THROUGH THE SERVICE ARE SUBJECT TO OUR VERIFICATION AND FINAL INSPECTION AND MAY BE REJECTED BY US FOR ANY REASON. You understand that any amount credited to your Account using Business Mobile Deposit is a provisional credit and you agree to indemnify, defend and hold harmless the Bank against any damages, liabilities, costs or expenses incurred by the Bank related to your use of Business Mobile Deposit.

## NOTIFICATIONS

In order to receive notifications you must *promptly* notify us of any change in your email address by contacting us during the Bank's regular business days (Monday through Friday, except for Federal holidays) between the hours of 8:00 am EST and 5:00 pm EST.

By Phone: (518) 963-4201, option 1

By Mail: Champlain National Bank, 3900 NYS Route 22, Willsboro, NY 12996

## CHECK WARRANTIES

You make the following warranties and representations with respect to each image of an original check transmitted to the Bank using the Service:

- Each image is a true and accurate rendition of the front and back of the original check without any alteration and the amount, payee, signature(s) and endorsements(s) on the original check are legible, genuine, and accurate.
- The original check has not been previously transmitted as an electronic image or deposited with any other financial institution.
- You will not present or allow anyone else to present the original check again for deposit through the Service or by any other means. If you or anyone else presents a check for deposit more than once, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties. You agree that we may debit from your Bank account the aggregate amount of any check(s) that are deposited more than once.
- That other than the digital image of the original check deposited through the Service, there are no other duplicate images of the original check.
- You have possession of each original check deposited through the Service and will retain the check for the thirty (30) day retention period.
- You further agree to make that original check available to the Bank upon its request and to destroy that original check by appropriate means at the end of the required retention period.
- You will comply with the Agreement and all applicable rules, laws, and regulations.
- You agree to indemnify and hold harmless Champlain National Bank from any loss for breach of this warranty provisions.

## COMPLIANCE WITH LAW/INDEMNIFICATION

You agree to use Business Mobile Deposit for lawful purposes only. You agree that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations, and this Agreement. The Company agrees to comply with all existing and future operating procedures used by the Bank for the processing of transactions. The Company further agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks, including but not limited to rules and procedural guidelines established by the Check 21 Act, Regulations CC and J, the Federal Reserve Bank Operating Circular No. 3, and the Uniform Commercial Code Articles 1, 3 and 4, (collectively the "Rules") currently in effect and as amended from time to time. The Company agrees to be bound by and held subject to the Rules as well as the provisions contained in this Agreement. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control the interpretation of this Agreement.

The Company will defend, indemnify and hold harmless the Bank and its processors against and in respect to any and all losses, liabilities, expenses and damages, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by the Bank under the Service; (ii) another depository institution coming back to the Bank to recover losses for the return of an original check deposited at their institution due to the check having already been received, deposited and paid through the Bank's Mobile Deposit System; (iii) any breach of the provisions of this Agreement or the Rules; (iv) any dispute between the Company and any third party in connection with the use of the Service; (v) any breach of the Company's representations for any transaction submitted by the Company described in this Agreement; (vi) any loss or expenditure which results from any transaction submitted by the Company caused by the inability of the Company's customer to fund the transaction; and (vii) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this Section shall survive termination of this Agreement.

## FUNDS AVAILABILITY

You agree for purposes of deposits made using Business Mobile Deposit, the place of deposit is Willsboro, NY. Deposits received before 5:00 pm EST each business day will be credited on the same day. Deposits received after 5:00 pm EST will be posted the following business day. Every day is a Business Day except Saturdays, Sundays, and federal holidays. With regard to the availability of deposits made using the Service, funds will be made available according to our Funds Availability Disclosure provided to you at the time of account opening.

## LONGER DELAYS MAY APPLY

The availability of Funds you deposit using the Service may be delayed for a variety of additional reasons as determined in the Bank's sole discretion, including but not limited to:

- We believe an item you deposited is a duplicate image
- You deposit checks via the Service totaling more than any applicable daily or monthly dollar or volume limits; or any other limits the Bank may impose
- We exercise our right to investigate any unusual or suspicious items as determined in the Bank's sole discretion

## DISPOSAL OF DEPOSITED CHECKS

You agree to securely store each original check for a period of 30 days after transmission to the Bank. You understand that this means that the original check must be accessible to us upon our request. Upon our request, you will provide us with the original check within five Business Days. If not provided within this time frame, the amount of the item will be debited from your account. Promptly, after the 30 day retention period, you agree to destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or other acceptable means of destruction. You also agree to indemnify, defend and hold the Bank harmless from any damages, liabilities, costs or expenses (including attorney's fees) incurred by the Bank related to your failure to secure or destroy the original check.

## RECOVERY OF COSTS AND FEES

If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the returned item to the account the check was originally deposited to. You also understand and agree that you may be liable for any expenses the Bank incurs in attempting to obtain payment for any item requiring additional action outside of the routine costs associated with item processing. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with the Bank enforcing the terms of this Agreement.

## ACCOUNT ELIGIBILITY AND ENROLLMENT

The following are requirements that must be met before the Bank will issue initial approval for Business Mobile Deposit:

1. The account to be used with Business Mobile Deposit must be open for a minimum of 180 days.
2. You must have no history of more than five overdrafts per quarter.

The Bank may also take other factors into consideration that it deems relevant in its sole and absolute discretion. You acknowledge and agree that, even if all criteria set forth above are met, the Bank may still deny your application.

## SYSTEM REQUIREMENTS

To use Business Mobile Deposit, your iPhone, iPad, or Android must be Internet enabled and connected to the Internet through your mobile communication service provider. Your device must allow standard SSL protocol and 256 bit encryption. It must also be capable of receiving text messages. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish. We and/or our service providers may change these specifications and requirements from time to time. You are responsible for understanding the operations and maintenance of your mobile device.

The Bank is not responsible for any third party software you may need to use for this Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation.

Mobile devices with Internet access are susceptible to viruses. You are responsible for ensuring the device you use is free of viruses, worms, Trojan horses, or other similar harmful viruses which could result in damage to programs, files, and/or your device or could result in information being intercepted by a third party. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, email or the Internet.

## USE OF SERVICE

You will be issued a user name and password to access the Champlain National Bank's Business Mobile Deposit App. The user name and password to access Business Mobile Deposit must be kept confidential and must be changed every ninety (90) days. You are responsible for keeping your password, account numbers and other account data confidential.

You agree that the Bank is entitled to act upon instructions we receive with respect to Business Mobile Deposit under your user name, password, or other authentication method that we require. We have no responsibility for establishing the identity of any person who uses your password and user name or other authentication method. You also agree that any transactions, requests or instructions we receive from you through the Service using your password, user name, or other authentication methods shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you.

Following receipt of notification that you have been approved for the use of the Service, you are authorized to remotely deposit paper checks to your Account by electronically transmitting a digital image of the paper checks to the Bank for deposit. Your use of the service constitutes acceptance of the terms and conditions of this Disclosure and Agreement. Upon receipt of the digital image, the Bank will review the image for acceptability. You understand and agree that receipt of an image does not occur until you receive confirmation of receipt from the Bank. You further understand that confirmation of receipt of an image is not a guaranty by the Bank that the image contains no errors or that the Bank assumes any responsibility for any information transmitted during use of the Service. The Bank assumes no responsibility for an image that it does not receive, regardless of the reason. The Bank reserves the right to accept or reject any item for deposit into your account.

## FEES

Champlain National Bank does not charge a usage fee for use of the Service. However, we reserve the right to assess or change fees at any time by sending you prior notice.

You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions. You also agree that we may contact you via your wireless device for any purpose concerning your accounts at Champlain National Bank. This includes but is not limited to account servicing and collection purposes.

## DEPOSIT LIMITS

The Bank reserves the right to establish and assign to you deposit limits for the Service, including limits on the dollar amount and/or number of checks that you may transmit through the Service each day. The Bank reserves the right to modify these limits from time to time and in its sole discretion. You agree to comply with all such limits. **Our current per item limit is \$15,000. Our current deposit limit is \$15,000 per day. The maximum number of items you may deposit per day is ten (10). The maximum amount you may deposit in a rolling 14-day period is \$60,000 and the maximum number of items you may deposit in a rolling 14-day period is one hundred (100).**

## TRANSACTION LIMITS

Transactions conducted via Business Mobile Deposit are subject to all withdrawal and transfer limitations and excess activity charges described in the Champlain National Bank Deposit Account Agreements and Disclosures.

## HARDWARE AND SOFTWARE

In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. We are not responsible for any loss or damages resulting from any errors or failures of your personal mobile device or processing systems including but not limited to viruses, malware attacks, any Internet-related problems or any person who may attempt or successfully gain access to your device or the data that resides thereon.

## PERIODIC STATEMENTS

Any deposits made through Business Mobile Deposit will be reflected on your next regular monthly account statement.

## ERRORS

You understand and agree that you are required to notify the Bank of any error relating to images transmitted using Business Mobile Deposit by no later than 60 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You understand that you are responsible for any errors that you fail to bring to the Bank's attention within such time frame.

In the case of errors or questions about Business Mobile Deposit, either call or write us during regular business days.

The Bank's regular business days are Monday through Friday, except for Federal holidays. We can be contacted between the hours of 8:00 am EST and 5:00 pm EST.

By Phone: (518) 963-4201, option 1

By Mail: Champlain National Bank, Attention EFT Department, 3900 NYS Route 22, Willsboro, NY 12996

## DEPOSIT DATA SECURITY

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains secured until you are able to complete the deposit or delete the images. You also understand that you are solely responsible for safeguarding against alteration, theft, and duplicate submission, the original check(s) submitted for deposit through the Service.

## 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 items deposited through the Service in your possession and your records relating to such items and transmissions.

## TERMINATION OF THE SERVICE

We may, in our sole discretion, terminate your access to the Service immediately if:

1. There is an occurrence of a material change in your account activity as determined by us
2. We at any time determine that you do not meet our risk or other qualification requirements
3. We discover any willful misconduct including but not limited to fraud;
4. You are in default of any terms of this Agreement or any other Agreement with us
5. You have not used the Service in a period of time deemed by us to constitute an inactive service.

In any of these events our sole responsibility to you is to provide you with written notice of the termination of your ability to use the Service upon termination, using the statement address we have on file at the time.

You may terminate your use of Business Mobile Deposit by written request made to:

Champlain National Bank, Attention EFT Department, 3900 NYS Route 22, Willsboro, NY 12996

In the event of termination of the Service, your responsibility as well as ours will continue through any applicable settlement period.

[www.champlainbank.com](http://www.champlainbank.com)

## OWNERSHIP AND LICENSE

You agree that we or our Service Providers retain all ownership and proprietary rights in the service, associated content, and technology. Your use of the Service is conditioned upon your complete compliance with the Agreement. Without limiting the effect of the foregoing, any breach of the Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anticompetitive manner, (ii) to any purpose which would be contrary to us or our Service Provider's business interest or (iii) to Champlain National Bank's or its Service Provider's actual or potential economic disadvantage. You may use the Service only for non-business or personal use. 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 Service.

## CUSTOMER INDEMNIFICATION

With your use of the service, and in addition to anything else set forth in this agreement, you assume liability for, and hereby agree to indemnify, protect and hold harmless Champlain National Bank and its agents, officers, directors, employees, successors and assigns ("Bank Indemnities"), from and against any and all liabilities, obligations, losses and expenses, including reasonable attorneys' fees, of any kind or nature ("damages" arising out of the use of, condition (including latent and defects and whether or not discoverable by you or Champlain National Bank, operation, ownership, selection, delivery, installation or licensing of any item of processing software or equipment. However, such indemnification shall not extend to any damage or loss due to the gross negligence or willful misconduct of Champlain National Bank.

## 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. We disclaim all warranties of any kind as to the use of the service, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the service will meet your requirements, will be uninterrupted, timely, secure, or error-free, or that the results will be accurate or reliable, and that any errors in the service or technology will be corrected.

## LIMITATION OF LIABILITY

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, loss of 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 any remote banking service, 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. The Bank will be deemed to have exercised ordinary care and to have acted reasonably if the Bank has acted in accordance with the terms of this agreement and will be liable for loss sustained by a customer of the company only to the extent such loss is caused by the bank's gross negligence or willful misconduct. The Bank will not be liable for any consequential, special or punitive damages, regardless of the bank's act or omission. The Bank will have no liability for any loss or damage: (a) related to the dishonesty of the company's employees, officers or agents; (b) resulting from any receiving Bank's failure to accept any Check 21 transaction; or (c) resulting from any delay in the performance of this Agreement, which is caused by an act of god, fire or other casualty, electrical or computer failure, delays or failure to act by any carrier, medium or agent operating between the Bank and the Company or between the Bank and third parties or any other condition outside the bank's control. No third party will have rights or claims against the Bank under this Agreement. The terms of this section shall survive termination of this Agreement.

## NO WAIVER

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on the part of Champlain National Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies that may occur in the future.

## CAPTIONS

The captions as set herein are for convenience only and shall not control or affect the meaning and construction of any provision of the Agreement.

## GOVERNING LAW

This Agreement is governed by and construed in accordance with the federal laws of the United States of America and the laws of the State of New York.

## BINDING

This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

By signing the Agreement, the undersigned acknowledge that they have read and accepted the terms and conditions of this Agreement, and agree to be bound by its terms.

Customer: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_