

CNB Mobile Deposit Agreement
Addendum to Online Banking Access Agreement & Disclosure

We suggest you read this document carefully and print or save a copy for your reference.

General. As a subscriber to the CNB Mobile Deposit Service (the "Service"), this Addendum ("Addendum") amends and becomes a part of the *Online Banking Access Agreement and Disclosure (Online Banking Agreement)* and the *Rules of the Deposit Account* between you and The Canandaigua National Bank and Trust Company. Your agreement to the CNB Mobile Deposit Agreement ratifies, affirms, and incorporates the terms of the *Online Banking Agreement* and the *Rules of the Deposit Account*, and you agree that these collective agreements shall continue to apply in all respects, as amended hereby. In the event of a conflict between this Addendum and the *Online Banking Agreement* and the *Rules of the Deposit Account*, this Addendum will govern.

Unless otherwise noted, the words used in this Addendum have the meanings set forth in the *Online Banking Agreement*, except that the terms "we," "us," "our," "CNB," and "Bank" refer not only to The Canandaigua National Bank and Trust Company and our affiliates, but also to third parties who assist CNB in providing the Service ("Third-Party Service Providers"). The terms "you" and "your" refer to each owner or authorized signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

Use of the Service. You must: have a supported Mobile Device (e.g., iPhone, Android, iPad, etc.) with a supported camera and a supported operating system; have a data plan for your Mobile Device; and download the CNB Mobile App to your Mobile Device (collectively, the "Mobile Device"). We do not guarantee that your particular Mobile Device, Mobile Device camera, Mobile Device operating system, or mobile carrier will be compatible with the Service. Except as expressly provided in this Addendum, deposits made through the Service are subject to all limitations and terms set forth in the relevant deposit agreement governing your Account, as it may be modified from time to time, including, but not limited to, those terms related to deposit acceptance, crediting, funds availability, collection, endorsement, processing order and errors.

Fee for Use of Service. You can use the Service to make deposits into any of your Accounts at CNB that are accessible to you through your online banking. The following fees apply:

No fee for mobile deposits made to consumer deposit accounts.

A fee of \$0.50 per mobile deposit made to business deposit accounts.

Items deposited using the Service will be displayed on your periodic statement and in your online banking register as follows: the **transaction** will be displayed as "**CNB Mobile Deposit**;" the **fee** for deposits made to business checking accounts will be displayed as "**CNB Mobile Deposit Fee**." The CNB Mobile Deposit Fee for deposits made to business deposit accounts will be calculated and displayed on your periodic statement and in your online banking register on a **daily basis** as a **cumulative** total for the posting date(s) of the CNB Mobile Deposit(s).

Eligible Checks and Items. You agree to transmit images of "checks," as that term is defined in Federal Reserve Regulation CC ("Reg. CC"), and only images of those checks that are permissible under this Addendum or such other items as we, in our sole discretion, elect to include under the Service. You agree that the image of the check transmitted to us will be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use the Service to deposit images of any checks or other items as listed below:

- Checks or items payable to any person or entity other than you, or to you and another party.
- Checks or items containing 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 or items previously converted to a substitute check, as defined in Reg. CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg. CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than six (6) months prior to the date of deposit.
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of the *Rules of the Deposit Account*.

Nothing in this Addendum should be construed as requiring CNB to accept any check or item for deposit, even if CNB has accepted that type of check or item previously. CNB will not be required to identify or reject any checks or items

that you may deposit that fail to meet the requirements of this Addendum.

Endorsements and Procedures. Before transmission, you agree to restrictively endorse any check or item transmitted through the Service as Payee's Endorsement (payee should sign) "For CNB Mobile Deposit Only." You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

Funds Availability. Federal Reserve Board Regulation CC (availability of funds) does not apply when you transmit the electronic images of items to us. Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit; however, we reserve the right to reject any item transmitted through the Service, at our discretion, without liability. If you make a deposit on a non-business day, we will consider that the deposit was made on the next business day. The bank's daily cutoff time is 6 p.m. All deposits made after the daily cut-off time are considered to be made on the next business day. In the event that CNB establishes later daily cut-off times for checks and items deposited via the Service, we reserve the right to change the daily cut-off time at any time as permitted by law. You agree and acknowledge that items must be received and accepted by CNB before the applicable daily cut-off time and must not be incomplete, illegible or erroneous, and comply with the terms of this Addendum to be eligible for next-business-day crediting.

Receipt of Items; Crediting or Rejection of Items. We reserve the right to reject any item transmitted through the Service, at our discretion, without liability. We are not responsible for items we do not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. An item will be deemed received 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, able to be processed or completed, or that funds will be credited to your Account for that item. We may return, refuse to accept, or delay the availability of all or any part of a deposit to your Account using the Service at any time, and we will not be liable for doing so even if such action causes outstanding checks or other debits to your Account to be dishonored and returned.

Destruction of Transmitted Checks and Items. You agree that after the item has been scanned and submitted for deposit using the Service, that you will not otherwise transfer or negotiate the original item, substitute check or any other image thereof. You further agree that you will be solely responsible for the original items, including storage, retrieval and destruction. After a check or item has posted to your Account, and the funds are available, you agree to prominently mark the check or item as "Electronically Presented" or "VOID," or destroy the item. You agree never to re-present to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to CNB as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for CNB's audit purposes. You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through the Service and have cleared to ensure that such checks and items are not re-presented for payment and, prior to disposal or destruction, to safeguard such checks and items.

Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time.

Image Quality. The image of a check or item transmitted to CNB using the Service must be legible. The image quality of the checks and items must comply with the standards set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we will not 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 an item, or from any inaccurate information you supply regarding the check or item.

Security of Your Mobile Device, Access Information, and Account Information. You are responsible for: (i) maintaining the confidentiality and security of your Mobile Device, login information, password(s), and any other security or access information, used by you to access the Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the Access Information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Device. We reserve the

right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

Changes to the Service. We reserve the right to terminate, modify, add and remove features from the Service at any time in 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 we will have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

Restrictions on Unlawful Use of the Service. 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. You agree that you will not use the Service for any illegal purpose.

Warranties. You warrant to CNB that:

You will only transmit eligible checks and items that you are entitled to endorse.

All checks and items will include all signatures and endorsements required for their negotiation.

Images will meet CNB's image quality standards in effect from time to time.

You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.

You will not deposit or re-present the original check or item with CNB or any other party.

All information you provide to CNB is accurate and true.

You will comply with this Addendum and all applicable rules, laws and regulations.

You will use the Services only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

Any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn.

The information you transmit to us corresponding to an item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the item.

The item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC.

No person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item that has already been paid.

You will not redeposit through this Service any item previously deposited and returned to you unless we advise you otherwise.

You will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment.

You will only transmit Items that originated as paper Items.

You will comply with all laws and regulations applicable to you in your use of the Service and not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or

authority;

You agree to hold harmless and indemnify CNB from any loss for breach of this warranty provision or the terms of this Addendum.

Our Liability. WE ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS ADDENDUM. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES, AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, MOBILE APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL CNB OR ANY OF OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE MOBILE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, CNB'S AND OUR THIRD-PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Third-party Beneficiary. You agree that our Third-Party Service Providers may rely upon the provisions of this Addendum, including its disclaimer of warranties and any limitations of liability and that such Third-Party Service Providers are, for the purpose of this Addendum, third-party beneficiaries to this Addendum with the power to enforce this Addendum.

Cancellation of the Service. You may cancel the Service at any time by calling our Customer Service Center at 1-800-724-CNB1 and allowing us a reasonable opportunity to act upon your request.

Our Right for Refusal of Checks or Items Presented and Termination of Service. We have no obligation to honor any instruction, in whole or in part, that: (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service; (iv) is not in accordance with any other requirement stated in this Addendum or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your Account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your login information; (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Addendum and the *Online Banking Agreement*; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to CNB's business interests; (d) your Account is closed, access to your Account is restricted for any reason, or if you do not use the Service for a period of time; or (e) following initial enrollment you do not use the Service. Our termination of the Service will not affect your liability or obligations under this Addendum, the *Online Banking Agreement* or any other agreements you have with us for actions we have taken on your behalf.

Ownership and License. You agree that CNB retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, including the Mobile App. You may use the Service only for your own benefit. 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. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the Mobile App or any other part of the Service, in any manner contrary to the terms of this Addendum, we will have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

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