

Westbury Bank

Terms and Conditions

Exhibit A

Terms and Conditions for Westbury Bank Mobile Deposit

These Terms and Conditions for Westbury Bank Mobile Deposit Capture (as defined below). Capitalized terms that are not otherwise defined in this Exhibit A shall have the meanings attributed to them in the Mobile Banking Terms and Conditions. The terms and conditions set forth in this Exhibit A shall be in addition to, and not in place of, the Mobile Banking Terms and Conditions and the Deposit Account Agreement. In the event of a conflict between the terms and conditions in this Exhibit A and the Mobile Banking Terms and Conditions or the Deposit Account Agreement, the terms and conditions in this Exhibit A shall govern.

1. **Remotely Deposited Checks.** The Westbury Bank Mobile Deposit Capture application allows you to make deposits of original checks (each an “Item:”) to your checking or money market accounts for the purposes of this Exhibit, each is referred to as an (“Account”) held with us by scanning or capturing electronic images of such items with a capture device supported by Mobile Capture (e.g., the camera on your Mobile Device) and submitting the images and associated information to us for processing through Mobile Capture. All items received through Mobile Deposit Capture will be treated as deposits of checks under the Deposit Account Agreement.
2. **Deposit Limits.** For security reasons there are limits on deposits using Mobile Deposit Capture. These limits are \$2,500.00 for any one individual item and \$2,500.00 in any given business day.
3. **Image Quality.** The image of an Item transmitted using Mobile Deposit Capture must be legible and clear and provide all information on the front and back of the original Item, including a complete image of any endorsements. It must not be altered. It must capture all pertinent information from both sides of the Item. Image quality must comply with industry requirements established and updated by the American National Standards Institute, Federal Reserve Board and any other regulatory agency. We reserve the right at our sole discretion to reject any image for deposit using Mobile Deposit Capture. We will notify you of any rejected Items.
4. **Eligible Items and Restrictions.** You agree only to scan and deposit Items drawn on a United States financial institution and in United States dollars. You agree to properly endorse all Items captured and submitted using Mobile Deposit Capture. All Items deposited using Mobile Deposit Capture must be endorsed as “For Bank Mobile Deposit Only” to your Account. In addition, you agree that you will not use Mobile Deposit Capture to deposit any of the following items:
 - Except for Items payable to you or another payee, Items payable to any person or entity other than you as payee(e.g., payable to “cash” or another party and then endorsed to you):

- Items containing a restrictive endorsement;
- Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent; or
- Items prohibited by our current procedures relating to Mobile Deposit Capture or which are otherwise not acceptable under the terms of your Account.

You also agree:

- Only Items that originated as paper Items and no third party or electronic checks may be deposited using Mobile Deposit Capture;
 - After you submit an Item for deposit using Mobile Deposit Capture you will not redeposit or otherwise transfer or negotiate the original Item;
 - To complete each deposit promptly and keep your Mobile Device in your possession until each deposit has been completed;
 - Not to create any additional duplicate images or the original Item;
 - Not to deposit Items into your Account unless you have authority to do so;
 - After you submit an Item for deposit you are solely responsible for the storage and destruction of the original Items;
 - The electronic image of the Item will become the legal representation of the Item for all purposes;
 - Any image we receive accurately and legibly represent all of the information on the front and back of the original Item as originally drawn, including, without limitation, all endorsements; and
 - Not to use the application outside of the United States.
5. **Cutoffs and Availability of Funds.** If we receive the image of an Item for deposit on or before 4:45 p.m. Central Time on a Business Day, we will consider that day the day of deposit. If we receive the image of an Item for deposit after 4:45 p.m. Central Time, or on a weekend or on a non-Business Day, we will consider the next Business Day as the day of deposit. Funds deposited using Mobile Deposit Capture will be made available to you in accordance with the Bank's Funds Availability Policy Disclosure for deposited checks except that funds from checks deposited by Mobile Deposit Capture drawn on Westbury Bank will generally be available on the Business Day following the day we receive the deposit. The Bank's Funds Availability Policy Disclosure can be found in the Terms and Conditions of Your Account.
 6. **Safekeeping and Disposal.** You agree to safeguard and keep the original Item for 14 calendar days after you have transmitted the Item (the "holding period"). Upon our request, from time to time, you will deliver to us within 7 calendar days, at your expense, the requested original Item. If not provided in a timely manner, such amount will be reversed from your Account. After the holding period expires, if you have verified that the funds have been credited to your Account, you agree to mark the item as "Void" and physically destroy it to ensure it is not presented for deposit again.
 7. **Indemnification.** In addition to any other Indemnification provision contained in the Terms and Conditions of Your Account, you agree to indemnify, defend and hold us harmless from and

against any claims, losses, liability, cost and expenses (including reasonable attorney's fees) arising from your use of Mobile Deposit Capture, including, for example, a subsequent deposit of any previously deposited item. This obligation survives termination of the Terms and Conditions of Your Account and/or this Exhibit A.

By selecting the "**ACCEPT**" button, the "I Accept" button or by entering your activation code, you **consent** to the receipt of the above agreements, disclosures and notices electronically and you **accept** the terms and conditions of the above agreements.

By selecting the "**DECLINE**" button, the "I Decline" button or by not entering your activation code, you **do not consent** to the receipt of the above agreements, disclosures and notices electronically and you **do not accept** the terms and conditions of the above agreements.