

REMOTE DEPOSIT SERVICES AGREEMENT

A. Introduction

This Remote Deposit Services Agreement ("Agreement") governs the use of **JOHN MARSHALL BANK's** Remote Deposit Services ("Service"). The Service allows you to operate an image scanner device specified by the Bank to scan paper checks to create an image cash letter file to send to Bank through the System. This Agreement establishes the terms and conditions for electronic access to the remote deposit capture system ("System"). When you use any of the Service(s) described in this Agreement, you agree to the terms and conditions of this Agreement.

For purposes of this Agreement, the words "we," "our," "us," "Bank" and other similar terms mean **JOHN MARSHALL BANK**. "You," "Your," "User," "Customer," "Company" and other similar terms refer to the account holder named below and anyone else authorized by that account holder to exercise control over account holder's deposits through the Service. "Account" or "accounts" means your accounts at the Bank.

B. Other Agreements

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts, in addition to your other agreements with the Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

C. Using Remote Deposit Service

To use the System, you must have at least one checking account at the Bank, acquire the computer hardware and software required to access the System, World Wide Web access via a secure Internet Service Provider (ISP), an Internet browser that supports a minimum 128 bit encryption standard, anti-virus software, and a valid e-mail address. Once we have received your signed Remote Deposit Services Enrollment Form, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned User ID, Password and Authentication Method. The System can be used to send check images for deposit to only the Bank accounts designated for access by the System in your Remote Deposit Services Enrollment Form. You can add, change or delete any of your Bank accounts or User access from this Agreement by completing a new Remote Deposit Services Enrollment Form or Change Form. Remote deposit access to your accounts through the System will be based upon the identification of users and authority levels specified by you in your Remote Deposit Services Enrollment Form. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the accountholder.

D. Definitions

1. Account. Each of your accounts at the Bank into which checks transmitted electronically will be deposited.
2. Automated Clearing House or ACH. A facility that processes debit and credit transfers under rules established by a Federal Reserve Bank operating circular on automated clearing house items or under rules of an automated clearing house association.
3. Available for Withdrawal. With respect to funds deposited means available for all uses generally permitted to you for actually and finally collected funds under the Bank's Account Agreement or policies, such as for payment of checks drawn on the account, certification of checks drawn on the account, electronic payments, withdrawals by cash, and transfers between accounts.
4. Banking Day. The part of any business day on which an office of the Bank is open to the public for carrying on substantially all of its banking functions.
5. Business Day. A calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 fall on a Sunday, the next Monday is not a business day.
6. Check.
 - A. A negotiable demand draft drawn on or payable through or at an office of a bank;
 - B. A negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank;
 - C. A negotiable demand draft drawn on the Treasury of the United States;
 - D. A demand draft drawn on a state government or unit of general local government that is not payable through or at a bank;
 - E. A United States Postal Service money order; or
 - F. A traveler's check drawn on or payable through or at a bank.

The term check includes an original check and a substitute check. The term check does not include a noncash item or an item payable in a medium other than United States money. A draft may be a check even though it is described on its face by another term, such as money order. The term check also includes a demand draft of the type described above that is nonnegotiable.
7. Check 21. Check Clearing for the 21ST Century Act, which may be amended from time to time.
8. Check Image. An electronic image of an original check (including a substitute check) created by you in connection with the Service.
9. Claimant Bank. A bank that submits a claim for a recredit for a substitute check to an indemnifying bank.
10. Collecting Bank. Any bank handling a check for forward collection, except the paying bank.
11. Depository Bank. The first bank to which a check is transferred even though it is also the paying bank or the payee. A check deposited in an account is deemed to be transferred to the bank holding the account into which the check is deposited, even though the check is physically received and indorsed first by another bank.

12. Electronic Item. A digitized image of a check, an image exchange item, or any other electronic version of a check or other electronic item (such as items process able through the Automated Clearing House (ACH) system) approved by the Bank for processing through the System.
13. Electronic Payment. A wire transfer or an ACH credit transfer.
14. Forward Collection. The process by which the Bank sends a check on a cash basis to a collecting bank for settlement to the paying bank for payment.
15. Image Exchange Item. A digitized image of a check cleared and settled directly with a payor financial institution without conversion to a substitute check.
16. Indemnifying Bank. A bank that provides an indemnity with respect to a substitute check.
17. Magnetic Ink Character Recognition Line and MICR Line. 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 American National Standard Specifications for Placement and Location of MICR Printing for an original check and American National Standard Specifications for an Image Replacement Document for a substitute check (unless the Federal Reserve Board, by rule or order, determines that different standards apply).
18. Noncash Item. An item that would otherwise be a check, except that:
 - A. A passbook, certificate, or other document is attached;
 - B. It is accompanied by special instructions, such as a request for special advice of payment or dishonor;
 - C. It consists of more than a single thickness of paper, except a check that qualifies for handling by automated check processing equipment; or
 - D. It has not been preprinted or post-encoded in magnetic ink with the routing number of the paying bank.
19. Original Check. The first paper check issued with respect to a particular payment transaction.
20. Paper or Electronic Representation of a Substitute Check. Any copy of or information related to a substitute check that a bank handles for forward collection or return, charges to a customer's account, or provides to a person as a record of a check payment made by the person.
21. Paying Bank.
 - A. The bank by which a check is payable, unless the check is payable at another bank and is sent to that bank for payment or collection;
 - B. The bank at which a check is payable and to which it is sent for payment or collection;
 - C. The Federal Reserve Bank or Federal Home Loan Bank by which a check is payable;
 - D. The bank through which a check is payable and to which it is sent for payment or collection, if the check is not payable by a bank; or
 - E. The state or unit of general local government on which a check is drawn and to which it is sent for payment or collection.

Paying bank includes the bank through which a check is payable and to which the check is sent for payment or collection, regardless of whether the check is payable by another bank, and the bank whose routing number appears on a check in fractional or magnetic form and to which the check is sent for payment or collection. A paying bank also includes the Treasury of the United States or the United States Postal Service for a check that is payable by that entity and that is sent to that entity for payment or collection.
22. Qualified Returned Check. A returned check that is prepared for automated return to the depository bank by placing the check in a carrier envelope or placing a strip on the check and encoding the strip or envelope in magnetic ink. A qualified returned check need not contain other elements of a check drawn on the depository bank, such as the name of the depository bank.
23. Reconverting Bank.
 - A. The bank that creates a substitute check; or
 - B. With respect to a substitute check that was created by a person that is not a bank, the first bank that transfers, presents, or returns that substitute check or, in lieu thereof, the first paper or electronic representation of that substitute check.
24. Regulation CC. Federal Reserve Board Regulation CC: Availability of Funds and Collection of Checks, which may be amended from time to time.
25. Remotely Created Check. A check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. For purposes of this definition, "account" means an account or other arrangement that allows a person to draw checks that are payable by, through, or at a bank.
26. Returning Bank. A bank (other than the paying or depository bank) handling a returned check or notice in lieu of return. A returning bank is also a collecting bank for purposes of UCC 4-202(b).
27. Routing Number.
 - A. The number printed on the face of a check in fractional form on in nine-digit form; or
 - B. The number in a bank's indorsement in fractional or nine-digit form.

28. Similarly Situated Bank. A bank of similar size, located in the same community, and with similar check handling activities as the paying bank or returning bank.
29. Substitute Check. A paper reproduction of an original check that:
- A. Contains an image of the front and back of the original check;
 - B. Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured;
 - C. Conforms in paper stock, dimension, and otherwise; and
 - D. Is suitable for automated processing in the same manner as the original check.
30. Sufficient Copy and Copy.
- A. A sufficient copy is a copy of an original check that accurately represents all of the information on the front and back of the original check as of the time the original check was truncated or is otherwise sufficient to determine whether or not a claim is valid.
 - B. A copy of an original check means any paper reproduction of an original check, including a paper printout of an electronic image of the original check, a photocopy of the original check, or a substitute check.
31. Transfer and Consideration. These terms have the meanings set forth in the Uniform Commercial Code and in addition:
- A. The term transfer with respect to a substitute check or a paper or electronic representation of a substitute check means delivery of the substitute check or other representation of the substitute check by a bank to a person other than a bank; and
 - B. A bank that transfers a substitute check or a paper or electronic representation of a substitute check directly to a person other than a bank has received consideration for the item if it has charged, or has the right to charge, the person's account or otherwise has received value for the original check, a substitute check, or a representation of the original check or substitute check.
32. Uniform Commercial Code, Code, or U.C.C. The Uniform Commercial Code as adopted in a state.

E. Your Responsibility When the User ID, Password and Authentication Method are Used

In your electronic communications with us, you must use your User ID, Password and Authentication Method to initiate a secure System session with us. You may then use the tools provided by us within the System.

When we commence your ability to access the System, we will establish access for you using a temporary Password. You will be required to change your Password upon your first login and periodically thereafter. You agree that you will not under any circumstances disclose your Password to anyone, including anyone claiming to represent Bank.

Your Password must be at least **seven (7)** characters in length and consist of both alpha and numeric characters (at least one upper case letter and at least one number) for purposes of security. We recommend that you create a Password that utilizes both upper and lower case characters. Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

We are entitled to act upon instructions we receive with respect to the Service under your User ID, Password and Authentication Method, and you are liable for all transactions made or authorized with the use of your User ID, Password and Authentication Method. We have no responsibility for establishing the identity of any person who uses your User ID, Password and Authentication Method. You agree that if you give your User ID, Password and Authentication Method to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your User ID, Password and Authentication Method will have access to the Service.

You agree to take appropriate steps to ensure that all User ID's, Passwords, Authentication Methods and any other applicable security procedure issued to its agents, representatives, employees or officers are protected and kept confidential. In your review of the System, including those aspects of the System pertaining to the issuance, use, and protection of User ID's, Passwords, Authentication Methods and security procedures, you agree to notify the Bank in the event your use of the System would necessitate or be better served by a level of security that exceeds that offered by the System. If you fail to notify the Bank, you acknowledge and agree that the security aspects of the System are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

You agree to indemnify and release the Bank from any and all liability, and agree not to make any claim against the Bank or bring any action against the Bank, relating to its honoring or allowing any actions or transactions that were conducted under your User ID, Password and Authentication Method or acting upon messages or authorizations provided to us using your User ID, Password and Authentication Method.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to the System, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of System services, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us, through the use of the System, the Service used in conjunction with your User ID, Password and Authentication Method, you authorize Bank to complete the transaction. Any requests or instructions we receive from you through the System using your User ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, check images, changes to accounts or Service or any other communication you provide us through the System using your User ID, Password and Authentication Method.

Your access to the System will be blocked in the event your User ID, Password and Authentication Method is entered incorrectly on **three** consecutive attempts. If this happens, please call us at **(703) 998-5004**.

F. Responsibility for Administrators

The System requires you to designate at least one Administrator. You will provide us with your Administrator's name in this Agreement. The Administrator will be responsible for maintaining your System settings and user security. Access to the System will be based upon the identification of users and authority levels specified by you in your Remote Deposit Enrollment Form. You must notify us if you terminate or change the Administrator. You must also notify us if you add or delete accounts or functionalities.

The System will allow the Administrator to establish authority levels to help you manage additional users and their access. The levels are used to specify who can access specific accounts, what dollar amounts individuals are authorized to handle, and what functions an individual can access within an account. It has a hierarchical structure that gives an Administrator access to all functions. The Administrator is then responsible for setting up other users within the Company. You can use the System seven days a week, twenty-four hours a day, although some or all System options may not be available occasionally due to emergency or scheduled system maintenance. We will attempt to post notice of any extended periods of non-availability through the System or website screens.

The Administrator is responsible for assigning all persons ("Authorized Users") with a User ID, Password and Authentication Method and who will be an Authorized User and what (if any) limitations (including what level of activity is appropriate for each account). Such limitations include, but are not limited to, determining which Authorized Users have access to ACH and wire services, determining which accounts an Authorized User can access and determining dollar limitations for each type of Service that an Authorized User can access via the System. The Administrator is also responsible for changing and maintaining the System ID and Password, resetting Login Count, changing account names, modifying display options and being the primary contact with the Bank support staff. Further, the Administrator is responsible for the ability to add, change or delete Authorized Users; add, change or delete access to accounts; and reset User IDs and Passwords for Authorized Users. Finally, the Administrator will have full access to your accounts at the Bank, as well as any new accounts you may open in the future which are designated to be accessed via the System.

The Bank will not control or oversee the Administrator function. If you accept the Administrator function, you agree to this and all action taken by the Administrator, and all such persons are your agent for purposes of use of the System or the Services. You further agree to assume all risks associated with providing User ID's, Passwords and Authentication Methods to your agents, representatives, employees or officers, and to limit the number of User ID's, Passwords and Authentication Methods issued to only those who have a specific need to use the Service. You must establish authorization parameters and/or limits for each person you authorize to use the Service on your behalf.

G. Data Protection

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your paper statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID, Password and Authentication Method are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others.

H. Services

You can use the System to access these Services:

1. Scan checks and make deposits into your accounts designated on the Remote Deposit Services Enrollment Form; and
2. View deposit history, check images and reports.

Some of the Services may appear on your screen that have not been approved for you and, therefore, will not be available to you. Also, the Bank may, from time to time, introduce new Services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms and conditions in this Agreement and any updates thereto.

Information shown on the System is generally up to the minute. The available account balance may include deposits still subject to verification or other items memo posted to the account (e.g., debit card activity) and may not include outstanding checks or credits. The current balance is a count of items posted to the account. Please contact us if you have further questions.

I. Posting of Deposits

Deposits initiated through the System before **2:00 pm** on a business day are posted to your account the same day. Deposits completed after **2:00 pm** or on a non-business day will be posted on the next business day. You agree to communicate this information with any other persons with authorized access to your accounts concerning any transfers, bill payments, or other transactions from your accounts in order to avoid overdrafts.

J. Your Operational Responsibilities

1. Maintaining at least one or more checking accounts at the Bank eligible for the receipt of deposits of digitized images of checks;
2. Performing initial installation procedures in accordance with the Bank's Remote Deposit Services User Guide;
3. Using the System only for your internal business purposes;
4. Exercising due care in preserving the confidentiality of any User ID, password, test key, or other code or authentication method provided by the Bank and to prevent the use of the System by unauthorized persons, in addition assuming full responsibility for the consequences of any missing or unauthorized use of or access to the System or disclosure of any confidential information or instructions by the customer, its employees and agents;
5. Installing and implementing any changes and upgrades to the System as required by the Bank within **ten (10) days of notice** to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the System;

6. Using only equipment authorized and approved by the Bank as outlined in the Remote Deposit Services User Guide;
7. Ensuring equipment is clean and operating properly at all times;
8. Inspecting and verifying the quality of images, thus ensuring that the digitized images of the front and back of original checks (defined as a check for any amount in U.S. Dollars drawn on or payable through a U.S. financial institution that has not been previously presented and paid) are legible for all posting and clearing purposes by the Bank. Specifically, you are representing and warranting that:
 - A. The check image is an accurate representation of all information on the front and back of the original check at the time the original check was converted to a check image, and the check image contains all endorsements from the original check;
 - B. Each check image (or related electronic data file) contains a record of all MICR line information required for a substitute check and otherwise satisfies all of the requirements of Check 21 and Regulation CC for the creation and/or transferring of a substitute check created from that check image;
 - C. The original check, a duplicate check image, or any copy of the original check or check image will not be deposited by you with the Bank (unless the Bank instructs you to do so) or under any circumstances with any other bank; and
 - D. The original check, a duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that the Bank or any other person (such as the drawer of the check) will be asked to make payment based on a check or check image that the Bank or the other person already paid.

In addition, your account(s) will be charged for any deposited check that is later returned to the Bank owing to an actual or alleged breach of any such representation or warranty;

9. Using the System and equipment to enter, process and transmit original checks in accordance with procedures and transmission deadlines outlined in the Bank's Remote Deposit Services User Guide. You will create a check image of an original check using scanning equipment to scan the front and back of each original check, including the responsibility for entering the correct dollar amount of each check image. In addition, you are responsible for ensuring the MICR line information from the original check is accurately scanned, entered or repaired for each check image;

NOTE: A check image is considered received by the Bank at a licensed location of the Bank, and the Bank is not responsible for any losses arising directly or indirectly from damage or alteration to the check image prior to its receipt by the Bank. In the event the Bank receives a check image from you on a day that is not a business day or after the applicable processing cutoff hour for a business day, the check image is deemed to have been received by the Bank at the opening of the next business day.

10. Any loss or failure to collect a check image that results from an inaccurate or illegible check image or failure to provide full and correct MICR data or dollar amount for a check image;
11. Complying with all security procedures outlined in the Bank's Remote Deposit Services User Guide and agreeing not to bypass, override or disable any security mechanisms in the software or processing equipment;
12. Training your employees in the overall use of the Remote Deposit Services User Guide, including the supervision and auditing of your employees' use of the service;
13. Verifying Bank's receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank;
14. Retaining each check for at least **sixty (60) days** after the check has been digitized and processed, and promptly (but in all events within **one (1) business day**) providing any retained check (or, if the check is no longer in existence, a sufficient copy of the front and back of the check) to the Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check;
15. Using commercially reasonable method(s) to destroy checks after the required retention period has expired;
16. Retaining all information regarding your digitizing of checks as created by the System for at least **thirty (30) days**;
17. Cooperating with the Bank in providing information in the event of lost, mistaken, incomplete or unusable electronic Items, or in the event of claims of fraud, alteration, counterfeit or otherwise, including access to such records;
18. Agreeing not to use the System to deposit or otherwise process:
 - A. Noncash items;
 - B. Items for which the customer is not a holder in due course; or
 - C. Substitute checks, except those which have been returned to the customer for any reason.
19. Ensuring that no information has been deleted or degraded from a substitute check returned by the Bank in the event you capture for processing a digital image of a previously truncated and reconverted substitute check returned to you by the Bank. If you capture for processing a digital image of any other previously truncated and reconverted substitute check, you are to ensure that the substitute check meets the requirements for legal equivalency under Regulation CC and the identifications of previous truncating and reconvert bank(s) (as such terms are defined in Regulation CC) are preserved.

K. Bank Operational Responsibilities

1. Delivering the following items to the customer, in addition to providing access to the System:
 - A. Remote Deposit Services User Guide;

- B. User IDs, temporary passwords and other related authentication methods; and
 - C. Equipment necessary to perform the service.
2. Providing initial installation and training support to ensure the proper implementation and use of the System;
 3. Providing maintenance and support for the System to ensure the accurate processing of checks, including but not limited to:
 - A. Corrections, contingent or alternate work methods and fixes to any known system program bugs or errors;
 - B. Modifications, enhancements and updates in the event the Bank elects to make available to you; and
 - C. Telephone and e-mail support during the Bank's normal business hours.
 4. Accepting for deposit to the applicable account digitized images of checks that are transmitted to the Bank by you. Digitized images are deemed received upon confirmation by the Bank of successful receipt of the transmission of the images that are complete, usable, and adhere to the data specifications set forth in the Bank's Remote Deposit Services User Guide. If the digitized images are not complete, are not useable, or do not adhere to data specifications, the images may not be processed by the Bank, in which event your deposit will be adjusted and notification will be provided to you;
 5. Processing digitized images after the Bank has received your transmission of the digitized images. The Bank uses commercially reasonable efforts to present image exchange items and substitute checks for collection. Unless the Bank notifies you otherwise, the Bank provides same day credit to the applicable account for all items transmitted by the customer and received by the Bank within the timelines established by the Bank;

NOTE: Your deposit of a check image is subject to the Bank's verification and final inspection process. The Bank may at any time deposit a check image or return all or part of a deposit of multiple check images to you without prior notice. The Bank is under no obligation to inspect or verify a check image to determine accuracy, legibility or quality of the check image or MICR line information associated with the check image, or for any other purpose. However, the Bank may correct or amend MICR line information associated with a check image to facilitate processing of the check image or a substitute check created from that check image.

The Bank may process and collect a check image or a substitute check through one or more check clearing houses, Federal Reserve Banks, or other private clearing agreements with another bank. The check images or substitute checks are subject to the rules of that clearing house, Federal Reserve Bank, or private clearing bank agreement.

6. Providing daily and monthly System reports, detailing items processed, return items, deposit adjustments and other related information;
7. Retaining check images contained in the Bank's cash letter file;
8. If a payor financial institution returns an item to the Bank for any reason, the Bank may charge your applicable account for the returned item, whether or not the return is timely and proper, and may either:
 - A. Return the item to you; or
 - B. Re-present it to the payor financial institution before returning it to you.

Items may be returned as image exchange items, rather than substitute checks, as agreed by the parties. If a payor financial institution or other third party makes a claim against the Bank or seeks a recredit with respect to any check processed, the Bank may provisionally freeze or hold aside a like amount in the applicable account pending investigation and resolution of the claim;

9. Immediately suspending the System or the processing of any check or corresponding electronic item if the Bank has reason to believe that there has been a breach in the security of the System, fraud involving your account(s) or check(s), or any uncertainty as to the authorization or accuracy of electronic items, including the right to process electronic items on a collection basis at any time; and
10. Refusing to process any non-conforming items, including without limitation any items that do not meet the definition of a "check."

L. Contact in Event of Unauthorized Access

If you believe that your User ID, Password or Authentication Method has been lost or stolen, or that someone has accessed the System without your permission, call us at **(703) 845-2700**, or write to us at **5860 Columbia Pike, Suite 104, Falls Church, VA 22041**.

M. License and Intellectual Property

1. License. The Bank, subject to the terms and conditions of this Agreement, hereby grants you a non-exclusive, non-transferable license to:
 - A. Use the System for those portions of the Service selected by you, solely for processing checks in connection with your own business operations, in accordance with the Remote Deposit Services User Guide and solely on Authorized Equipment;
 - B. Copy and use the Remote Deposit Services User Guide to solely support your authorized use of the System; and
 - C. Copy any System actually delivered to you solely for archival or backup purposes.
2. Protection and Security of the System and the Remote Deposit Services User Guide. You agree to establish and maintain reasonable:
 - A. Precautions and use commercially reasonable efforts to protect the confidentiality and security of the System and Remote Deposit Services User Guide;
 - B. Measures to protect the System and Remote Deposit Services User Guide from unauthorized copying, dissemination, disclosure or other unauthorized use; and

- C. Provisions to maintain a complete and accurate list of all locations where you have loaded and use the System, and make such list available to the Bank upon the Bank's request.

In addition, you agree not to at any time either directly or indirectly:

- A. Copy or use the System or Remote Deposit Services User Guide except as expressly authorized by this Agreement;
- B. Sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make available the System to others;
- C. Use the System or Remote Deposit Services User Guide for third party training, commercial time sharing or service bureau use;
- D. Alter, change, modify or otherwise create derivative works of the System or Remote Deposit Services User Guide; and
- E. Reverse engineer, disassemble or decompile the System, except to the extent expressly permitted by applicable law.

If you or any third party take such action the Bank shall have the right to immediately terminate this Agreement and/or the license to the System upon notice to you.

3. Ownership. You acknowledge and agree that all right, title and interest in and to the System and the Remote Deposit Services User Guide, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the System and the Remote Deposit Services User Guide are:

- A. Owned exclusively by the Bank and its licensors;
- B. Represented or contain valuable rights of the Bank and its licensors; and
- C. Protected under United States patent, copyright, trademark and trade secret laws of general applicability.

No other license or interest in the System or Remote Deposit Services User Guide, either express or implied, is granted under this Agreement other than the license set forth in this Agreement.

In addition, you agree not to at any time either directly or indirectly:

- A. Put to issue the scope, validity or ownership of the Bank's (or its licensors') intellectual property rights in the System and Remote Deposit Services User Guide;
- B. Perform any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights;
- C. Assert any ownership rights to the System or Remote Deposit Services User Guide; or
- D. Remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the System, Remote Deposit Services User Guide or any packaging, and shall include any copy of the System or Remote Deposit Services User Guide any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.

You acknowledge and agree that this Agreement does not grant or convey to you an interest in or to the System or Remote Deposit Services User Guide, or any right, title, interest or license in or to any trademark of the Bank or its licensors, but only a limited right of use (revocable in accordance with the terms hereof).

You hereby assign to the Bank and/or its licensors, as directed by the Bank, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which you may now have or may acquire at any time in the future to the System or the intellectual property rights to the System, and any other computer code using any of the System.

You agree to:

- A. Cooperate with the Bank and its licensors to protect the System, including in connection with any lawsuits or disputes involving the System;
- B. Promptly notify the Bank and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the System; and
- C. In the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the System by others:
 - Grant to the Bank and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding; and
 - Agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.

4. Termination. You acknowledge and agree that the license to the System and Remote Deposit Services User Guide will terminate upon the termination of this Agreement, or the termination of the Bank's license to the System and Remote Deposit Services User Guide.

5. Limitation on Liability. The Bank's Licensors shall have no liability of any nature to you, or any third party, for damages, liabilities or claims, whether in contract, tort for negligence, infringement or otherwise, including without limitation damages, liabilities or claims arising from or under this Agreement, error in the System, or for any injury, damage or loss resulting from such error, or from any use of the System. Notwithstanding the generality of the foregoing, in no event will such licensors be liable for any consequential, indirect, incidental, special or punitive damages, or any lost profits or loss of any opportunity or good will, even if such licensors have been advised of the possibility of such.

6. Compliance with Law. You shall not export, re-export or otherwise transfer, directly or indirectly, the System or any portion thereof to any location outside the United States without first complying with all applicable foreign and United States federal, state and local laws, rules, regulations or controls (including without limitation those regarding import, export, marketing, distribution or use of software programs).
7. Assignment. You may not assign the license granted hereunder to any party whatsoever, except in connection with an assignment of the entire Agreement, subject to the terms of the Agreement. Any attempted assignment of the license in violation of this provision shall be void.
8. Further Assurances. You agree to, at your expense, promptly execute and deliver such further documents and take any and all other actions reasonably requested by the Bank from time to time, for the purpose of fully effectuating the intent and purposes of this Agreement, and to protect the interests of the Bank, its licensors, and their respective successors and assignees.
9. Injunctive Relief. You acknowledge that violation of your commitment regarding the security and use of the System may cause irreparable injury to the Bank and/or its licensors, and agree that the Bank be entitled to seek and obtain temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.
10. Survival. You agree that the provisions of this section of the Agreement survive termination of the license granted hereunder and the termination of this Agreement.

N. Confidentiality

We will disclose information to third parties about your account or the checks you deposit:

1. When it is necessary for completing deposits, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with government agency or court orders, or
4. If you give us written permission.

O. Additional Disclosures

In addition to the above paragraph regarding confidentiality, you understand information about your accounts or the deposit you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to the System. You agree and hereby authorize all of these transfers of information.

P. Communications Between the Bank and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

1. E-mail -You can contact us by e-mail at **customerservice@johnmarshallbank.com** (Please note that banking transactions through the System are not made via e-mail.);
2. Telephone - You can contact us by telephone at **(703) 845-2700**;
3. Facsimile - You can contact us by fax at **(703) 845-2718**;
4. Postal Mail - You can write to us at:

**5860 Columbia Pike, Suite 104
Falls Church, VA 22041**

5. In Person - You may visit us in person at any one of our locations:

**5860 Columbia Pike, Suite 104
Falls Church, VA 22041**

Q. Contacting Bank Via E-Mail

Sending an e-mail through the System is one way to communicate with us. However, you agree and acknowledge that e-mail is not secure method of communication. You should not send an electronic mail message if you need to communicate with us immediately. Do not use e-mail to send banking instructions or to request Services provided through the System.

Do not send account information or transaction information via e-mail. If you e-mail us or ask us to reply to you via e-mail you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from e-mail. Also, if you send us an electronic e-mail, it will be deemed to have been received on the following business day. The Bank will have reasonable time to act on your e-mail. We are not required to act on any e-mail received and we are not responsible for misdirected or lost e-mails.

R. Periodic Statements

You agree that to the extent permitted by law, receipts, notices and disclosures associated with the System may be provided to you by e-mail, facsimile or over the Internet, either as part of a System session or otherwise. You will not receive a separate System statement; however your transactions will be reflected on your monthly account statement. You may use the System to view deposit activity as indicated on the Remote

Deposit Services Enrollment Form. You agree to notify us of any changes to your mailing or e-mail address. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change in your mailing or e-mail address.

S. Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

T. Disclaimer of Warranty, Limitation of Liability and Indemnity

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, the existence of any latent or patent defects, viruses, or the accuracy or freedom from error, of the data or the program used by or furnished to the Bank or to you by licensor or others, in connection with the System or Service(s) provided to you under this Agreement. Without limiting the generality of the foregoing, the Bank makes no representation or warranty, express or implied, against any infringement of any proprietary rights of any other party. You assume the entire risk as to the quality and performance of the System, the suitability of the Service, and with respect to any documentation. This paragraph shall survive the termination of this Agreement by either account holder or the Bank, and also limits the liability of any agent, employee or affiliate of the Bank. We do not and cannot warrant that the System will operate without errors, or that any or all Service(s) will be available and operational at all times.

The Bank agrees to be responsible only for performing the Service(s) expressly provided for in this Agreement and shall be responsible only for its actions or inactions for which the Bank has engaged in gross negligence or willful misconduct in performing those Service(s). The Bank will not be responsible for your acts or omissions and none of your employees or agents shall be considered agents of the Bank. You agree to defend, indemnify and hold the Bank harmless against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of:

1. Any claim of any person that is responsible for any act or omission by you or your employees or agents;
2. Any claims against the Bank from a third party resulting directly or indirectly under this Agreement where the Bank has acted in accordance with your instructions and/or within the terms of this Agreement;
3. Your negligence or breach of this Agreement
4. Your failure to provide the appropriate information for an instruction via the System;
5. Your failure to provide and maintain accurate information in this Agreement and Remote Deposit Services Enrollment Form; and
6. Any breach by you of any representation or agreements made pursuant to or in this Agreement.

You understand and agree that the Bank's liability and your sole and exclusive remedy for claims in connection with or arising out of this Agreement for any cause whatsoever and regardless of the form of action shall be limited to actual, direct damages for losses resulting from the Bank's gross negligence or willful misconduct. In no event shall the Bank be liable for special, consequential, incidental, exemplary or similar damages including, but not limited to, lost profits or lost savings, even if the Bank was advised of the possibility thereof.

Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting:

1. If any legal constraint or circumstances beyond the Bank's control caused such failure or delay;
2. If the System was not working properly, and you knew about the breakdown when you started the check image and deposit instruction; or
3. If there are other exceptions stated in our agreement with you.

Nothing contained in this Agreement shall be deemed to relieve you of any liability, duty or obligation which may be imposed upon you by any federal, state or municipal laws, including without limitation, laws requiring you to maintain records regarding your business or employees or to withhold taxes or other deductions.

You will indemnify and hold harmless the Bank, its licensors and providers of services, and their respective directors, officers, shareholders, employees and agents (each an "Indemnified Party") from and against any third party suits, proceedings, claims, demands, causes of action, damages, liabilities, losses or expenses (including reasonable attorneys' fees and other legal expenses) that result from or arise out of:

1. The wrongful acts or omissions of you, or any person acting on your behalf, in connection with your use of the System or processing of checks hereunder, including without limitation:
 - A. A breach by you of any provision, representation or warranty of this Agreement;
 - B. The negligence or willful misconduct (whether by act or omission) of you, your customers, or any third party on behalf of you;
 - C. Any modifications or changes to the System made by you or any third party within the control or on behalf of you;
 - D. Any misuse of the System by you or any third party within the control or on behalf of you; or
 - E. The failure by you to comply with applicable state and federal laws and regulations.
2. Any act or omission of the Bank that is in accordance with this Agreement or instructions from you; or
3. Any claim by any recipient of a substitute check corresponding to a check processed by you hereunder, that such recipient incurred loss due to the receipt of the substitute check instead of the original check (a "Claim").

The Bank will not be liable to you for any of the following, unless liability or loss is a result of the Bank's breach of this Agreement or the gross negligence or willful misconduct of the Bank or its employees or agents:

1. Any damages, costs or other consequences caused by or related to the Bank's actions that are based on information or instructions that you provide to the Bank;
2. Any unauthorized actions initiated or caused by you or its employees or agents;
3. The failure of third persons or vendors to perform satisfactorily, other than persons to whom the Bank has delegated the performance of specific obligations provided in this Agreement;
4. Any refusal of a Payor Financial Institution to pay an electronic item or substitute check for any reason, including without limitation that the check, electronic item or substitute check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature;
5. Any other party's lack of access to the Internet or inability to transmit or receive data;
6. Failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems; or
7. Actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of an electronic item to the Bank.

The Bank's liability for errors or omissions with respect to the data transmitted or printed by the Bank will be limited to correcting the errors or omissions. Correction will be limited to reprinting and/or representing substitute checks or electronic items to the Payor Financial Institution.

The Bank shall indemnify and hold harmless you, and your directors, officers, shareholders, employees, and agents (each an "Indemnified Party") from and against any third party suits, proceedings, claims, demands, causes of action, damages, liabilities, losses or expenses (including reasonable attorneys' fees and other legal expenses) arising from a claim by a third party that your use of the System to:

1. Capture electronic images of original checks;
2. Electronically transmit the resulting electronic images to the Bank for processing, in accordance with the Remote Deposit Services User Guide; and/or
3. Store electronic copies of such electronic images within the System, directly infringes any valid United States copyright or United States patent of such third party (a "Claim").

The Bank shall have no liability under this provision to the extent a Claim is attributable to:

1. Modification of the System by anyone other than the Bank without the express prior written consent of the Bank, if liability for infringement would not have arisen but for such modification;
2. Combination or use of the System with any software or hardware not provided by the Bank, if liability for infringement would not have arisen but for such combination or use with such software or hardware;
3. Use of the System in any way not authorized by this Agreement, if liability for infringement would not have arisen but for such unauthorized use;
4. Transmission of electronic images to any other computer, system or media, other than, transmission to the Bank for the purpose of processing such electronic images as contemplated herein, if liability for infringement would not have arisen but for such transmission;
5. Use of other than the most current release of the System provided to you, if liability for infringement would not have arisen if the most current release had been in use; or
6. Any breach by you of this Agreement, if liability for infringement would not have arisen but for such breach.

If your use of the System is, or in the Bank's opinion is likely to be, enjoined due to any Claim, the Bank shall, at its sole option and expense, do one or more of the following:

1. Provide you the right to continue using the System at no additional expense;
2. Replace or modify the System with non-infringing software, without a material reduction in functionality or performance;
3. Resolve any Claim so that you may continue using the System at no additional expense; or
4. Terminate the Service and the license of the System.

Any action by the Bank shall not relieve the Bank of its obligation to indemnify Indemnified Parties in accordance with the other provisions of this provision, and you agree and acknowledge that the remedy provided in this provision is the sole and exclusive remedy of you, and consequently the sole and exclusive liability of the Bank, with respect to any Claim or any related action, and the Bank shall not be otherwise liable to you for providing non-infringing software.

An Indemnified Party shall:

1. Provide the indemnifying party prompt written notice of any Claim for which the Indemnified Party intends to claim indemnification;
2. Provide the indemnifying party (and/or its licensors, in case the Bank is the indemnifying party) the right to control and direct the investigation, defense and settlement of the Claim; and
3. Cooperate fully with the indemnifying party (and/or its licensors, in case the Bank is the indemnifying party) in the investigation, defense and settlement of such Claim.

The failure to deliver notice to the indemnifying party promptly after an Indemnified Party becomes aware of a Claim, if prejudicial to the indemnifying party's ability to defend such action, shall relieve the indemnifying party of any liability to Indemnified Parties under this provision to the extent of such prejudice. An Indemnified Party shall not settle or compromise any Claim, and any settlement or compromise by an Indemnified

Party of a Claim shall be void as against the indemnifying party and shall terminate the indemnifying party's obligation to indemnify such Indemnified Party. The indemnifying party (and/or its licensors, in case the Bank is the indemnifying party) may settle or compromise any Claim, provided that such settlement or compromise does not involve any admission of wrongdoing on the part of any Indemnified Party or require any payment or other performance by any Indemnified Party.

U. Severability

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

V. Headings

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

W. Waiver

Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

X. Assignment

You may not assign this Agreement. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you. This Agreement is binding upon your heirs and Bank's successors and assigns.

Y. Entire Agreement

This Agreement, together with the Remote Deposit Services Enrollment Form, constitutes the entire agreement between you and the Bank with respect to the subject matter in this Agreement and there are no understandings or agreements relative to this Agreement which are not fully expressed in this Agreement.

Z. Change in Terms

The Bank may at any time amend, modify, add or delete (collectively and individually a "change") the terms of this Agreement with or without notice unless prohibited by applicable law. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by account holder or Bank at the time this Agreement is entered. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, you agree that we may notify you of the change in terms by mail or by posting a notice on our website. Further you agree that your continued use of the Service(s) constitutes your agreement to the change. If you wish to decline to be bound by the change, you must terminate the account or discontinue the System to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

AA. Termination

We reserve the right to terminate this Agreement or limit your use of the System at any time and for any reason at our discretion reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Service(s) without prior notice include, but are not limited to:

1. If you breach this or any other agreement we may have with you;
2. If we have reason to believe that there has been or may be an unauthorized use of your User ID, Password and Authentication Method or account(s);
3. If you do promptly pay the Bank's service charges for the Service; or, in the case of analysis charges, maintain sufficient balances in your account(s) to compensate the Bank for the Service, but in no event less than \$10,000.
4. If there is conflicting claims as to the funds in any of your account(s);
5. If you request us to do so;
6. If you do not access the System for a period of **thirty (30) days** or longer;
7. If you have insufficient funds in any one of your Bank accounts; or
8. If you do not designate a new Primary Account immediately after you or we close your Primary Account.

You may cancel your System at any time by fax, e-mail, calling us at **(703) 845-2700**, or by writing us at **5860 Columbia Pike, Suite 104, Falls Church, VA 22041**. Your access to the System will be suspended within **three (3) business days** of our receipt of your instructions to cancel the System. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the System and does not terminate your other relationships with us.

Any termination will not affect obligations arising prior to termination, such as the obligation to process any checks and electronic items (including returned electronic items) that were in the process of being transmitted or collected prior to the termination date. Within **ten (10) business days** after termination of this Agreement, you will return or remove all copies of the System and Remote Deposit Services User Guide in your possession or under your control, and will, upon request, certify in writing that you have returned or removed all such copies. In addition, you will keep your account(s) at the Bank open until the later of:

1. **Thirty (30) days** after the date of termination; or
2. Final payment with respect to all processing fees, and will maintain funds in such account(s) in amounts and for a period of time determined by the Bank in its reasonable discretion to cover any outstanding checks and your obligations for returns of checks, warranty claims, fees and other obligations.

If any such liabilities exceed the amount in the applicable account, the Bank may charge such excess against any of your other accounts at the Bank, and you will pay immediately upon demand to the Bank any amount remaining unpaid. You will also continue to retain checks and forward checks to the Bank.

BB. Governing Law

This Agreement is governed by applicable federal laws and the laws of the Commonwealth of Virginia (except to the extent this Agreement can and does vary such rules or laws).

CC. Security Interest in Accounts and Settlement Reserve

You grant us a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to **thirty (30) days** following the expiration of any return or chargeback rights regarding any request or ACH entry processed by you using the System or, if later, until any other claims to such funds have expired.

You may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by the Bank. You acknowledge and agree that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any of your obligations under this Agreement. You authorized the Bank to immediately replenish the Settlement Reserve to an amount to be determined by the Bank via an ACH debit to your account or by a direct deposit to the Settlement Reserve if your Settlement Reserve falls below the required amount. You grant the Bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by you under this Agreement without notice or demand to you. Your obligation to maintain a Settlement Reserve shall survive the termination of this Agreement, with such obligation lasting until all of your obligations under this Agreement have been fully offset. The Bank's security interest shall continue until all of your obligations under this Agreement have been fully offset.

DD. Your Representations and Warranties

You represent and warrant to the Bank as follows:

1. You have all requisite power and authority to enter into this Agreement. The entering of the Agreement, and execution of the corresponding application incorporating the same, has been duly and validly authorized by all necessary action. Further, the individual or individuals who execute the application for the services contemplated under the Agreement on your behalf is each duly authorized by you to do so;
2. Any transaction contemplated hereby will not be in violation of state or federal law; and
3. All formalities will be followed with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions and any record keeping requirements with respect thereto.

EE. Fees and Charges

You agree to pay the fees and charges for your use of the System as we have established and may amend from time to time. Our current schedule of fees for the System is \$ waived for setup and installation of the scanner with a monthly service charge of \$ 45.00 for a single feed scanner or \$ 75.00 per month for a multi feed scanner. These fees and charges will be in addition to any charges associated with the accounts you maintain with the Bank. You agree that all such fees and charges will be deducted from the Bank checking account designated in this Agreement. Charges may be charged under corporate account analysis, subject to bank's prior approval. If you close your account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the System.

By signing this Agreement, you acknowledge that you have read and understood this Agreement and the separate agreements, disclosures, schedules and exhibits as they appear on the Bank's website or given to you, including but not limited to, optional services (if selected by you).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

Company Name

By: **X** _____

Name: _____

Title: _____

By: **X** _____

Name: _____

Title: _____

Remote Deposit Services Enrollment Form - Continued

GENERAL ACCESS RIGHTS FOR USER (LOGIN ID ASSIGNED BY BANK)						
USER NAME:				E-MAIL ADDRESS:		
SECRET PASSWORD OR PHRASE (Used to identify the user over the telephone):				TELEPHONE NUMBER:		
ACCOUNT NAME/NUMBER	NONE Cannot access any account information or perform any transactions.	ALLOW CAPTURE User can scan and capture items	ALLOW BALANCE User can perform balancing of batches	SEND User can transmit deposits to the bank	REPORTS User can view system reports	RESEARCH User can perform research.
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Remote Deposit Services Enrollment Form - Continued

GENERAL ACCESS RIGHTS FOR USER (LOGIN ID ASSIGNED BY BANK)						
USER NAME:				E-MAIL ADDRESS:		
SECRET PASSWORD OR PHRASE (Used to identify the user over the telephone):				TELEPHONE NUMBER:		
ACCOUNT NAME/NUMBER	NONE Cannot access any account information or perform any transactions.	ALLOW CAPTURE User can scan and capture items	ALLOW BALANCE User can perform balancing of batches	SEND User can transmit deposits to the bank	REPORTS User can view system reports	RESEARCH User can perform research.
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Remote Deposit Services Enrollment Form - Continued

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USER NAME:				E-MAIL ADDRESS:		
SECRET PASSWORD OR PHRASE (Used to identify the user over the telephone):				TELEPHONE NUMBER:		
ACCOUNT NAME/NUMBER	NONE Cannot access any account information or perform any transactions.	ALLOW CAPTURE User can scan and capture items	ALLOW BALANCE User can perform balancing of batches	SEND User can transmit deposits to the bank	REPORTS User can view system reports	RESEARCH User can perform research.
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