

The Adirondack Trust Company
Mobile Remote Deposit Service User Agreement

This Agreement governs your use of the Mobile Remote Deposit Service (the "Service"). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement, the End User License Agreement attached as Schedule A hereto, and the *Terms and Conditions Agreement and Disclosures*, including the sections entitled "Your Ability to Withdraw Funds" and "Common Features" (together, the "Deposit Agreement").

Definitions

"You" and "your" means: (i) a person who has applied for the Mobile Remote Deposit Service for personal use, or (ii) a small business entity (or its authorized representative, as applicable) that has applied for the Service for business use by that authorized representative.

"Bank," "we," "us" and "our" mean The Adirondack Trust Company and its successors or assigns.

"Account" means your deposit account with us to which you are authorized to make a deposit using a Capture Device.

"Capture Device" means any device acceptable to us from time to time that provides for the capture of images from Items and for transmission through the clearing process. At present, a Capture Device is any one of the following smart phones when powered by a cellular service provider labeled "Supported" in the following table:

Phone Make	Model	OS
Apple	All iPhone models	3.1+
Android	All models with a 2.0+ megapixel autofocus camera	2.1.1+

"Check 21" means the Check Clearing for the 21st Century Act.

"End User License Agreement" means the agreement as set forth in Schedule A hereto governing the use of the application software you must download to your Capture Device in order to use the Service.

"Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.

"Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21.

An "Item" is an original: check, cashier's check, official check, U.S. Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in U.S. currency that is payable to you. Items are deemed to be "items" under the Uniform Commercial Code and "checks" under Regulation CC.

"User Guide" means the application download instructions, device instructions and FAQs we provide to you on our Internet site from time to time, in addition to any help content contained within the software application that is downloaded to your Capture Device.

1. Mobile Capture Service. Pursuant to the terms of this Agreement, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Capture Device, and transmitting that Image to us for deposit. You may transmit Images to us only from a Capture Device located in the United States.

2. Hardware and Software Requirements. You agree to transmit an Image to us using only a Capture Device as we may have expressly authorized for your use to transmit Images. We may, but are not required to, reject Images that you transmit to us with an unapproved Capture Device or by other means to which we have not given our consent.

Any Capture Device that you use to transmit Images to us pursuant to this Agreement must be approved by us. We may change the list of approved Capture Devices from time to time.

You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Capture Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time.

You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to telephone and internet service charges.

You are responsible for maintaining the system's capacity and connectivity required for use of the Service. We shall notify you of those requirements, and we may amend them from time to time.

3. Image Quality. You are responsible for the image quality of any Image that you transmit. If an Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the Image without prior notice to you.

Each Image must include the front and back of the Item, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.

4. Processing Images. You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other bank to which an Image is sent to handle the Image or IRD. We reserve the right to reject and to refuse to process any Image you send to us for any reason or no reason, without prior notice to you.

5. Limits. We may establish limits on the dollar amount and/or number of Items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

6. Deposit of other items; deposits when Service not available. You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason we are not able to recognize as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a branch, ATM, or bank by mail. You further agree to use such other channels when the Service may not be available.

7. Returned Items. You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.

8. Handling of Transmitted Items. You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you.

For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentment of the Item by any other means. You agree to retain the Item for at least 30

calendar days from the date of the Image transmission, and thereafter to either destroy any Item of which you have transmitted an Image, or to otherwise render it incapable of transmission or presentment.

9. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

10. Payment Processing.

a. Item Processing. At our sole discretion, we may process the Images you send to us electronically through other banks, or we may create Image Replacement Documents that will be processed through traditional check processing methods. If you send us Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your account. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.

b. Transmission of Items. The Images you send us are not considered received by us until you receive a message from us acknowledging that we have accepted your deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free. As stated in Section 4 of this Agreement, we may refuse to process any Image you send to us for any reason or no reason.

c. Funds Availability. If an Image you transmit through the Service is received and accepted before 3:30 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds from Items deposited through the Service will be made available to you pursuant to our Funds Availability Policy. See the section entitled "Your Ability to Withdraw Funds" in the Terms and Conditions and Disclosures booklet that applies to your Account.

d. Notices. You consent to the electronic delivery of hold and error in deposit notices. Notices will be sent to your e-mail address.

11. Fees. You are responsible for paying the fees for use of the Service as the Bank may change them from time to time. The Bank may change the fees for use of the Service at any time pursuant to the section titled "Amendment" below. You authorize the Bank to deduct any such fees from any account in your name.

12. Representations and Warranties. You make the following representations and warranties to us:

a. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our User Guide, reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.

b. You will use the Service to transmit and deposit Images of Items only.

c. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.

d. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.

e. Items have not been altered.

f. Each Item bears all required and authorized endorsements.

g. Each Item has been endorsed as "For ATC mobile deposit only".

h. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of New York, in addition to any other warranties made by us to any third party under any applicable law.

i. All Images accurately and legibly represent all of the information on the front and back of the Item.

j. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn on your own account, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, or (vi) that is created by you purportedly on behalf of the maker, such as a remotely created check.

k. There was and will be no duplication among Items included in the Images you send us.

l. You will not deposit or redeposit the original check, substitute check or paper or electronic reproduction of the original or substitute check of the Items included in the Images you send us without our informed consent.

m. We will not suffer any loss as a result of your use of the Service to transmit and deposit Images of Items.

n. We will not suffer any loss as a result of your retention or destruction of the paper originals of Items included in the images you send us using the Service.

o. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.

13. Indemnification and Limitations on Liability. In addition to the indemnifications and limitations on liability contained in the Terms and Conditions Agreement and Disclosures, you hereby indemnify and hold us harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with the terms of this Agreement or by your breach of any representation or warranty contained herein.

THE ADIRONDACK TRUST COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

THE ADIRONDACK TRUST COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY THE ADIRONDACK TRUST COMPANY ON AN "AS IS" BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE ADIRONDACK TRUST COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Intellectual Property. This Agreement does not transfer to you any ownership or proprietary rights in the Service, the Capture Device or any associated software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service, Capture Device and any associated software.

Neither you nor any user you authorize will (a) sell, lease, distribute, license or sublicense the Service; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reason; (c) provide, disclose, divulge or make available to or permit use of the Service by any third party; (d) copy or reproduce all or any part of the Service; or (e) interfere, or attempt to interfere, with the Service in any way.

15. Termination. We may terminate or suspend the Service, or your use of the Service, at any time. You may terminate your use of the Service at any time by giving notice to us. Your notice will not be effective until we receive your notice of termination as provided in the User Guide, as it may be amended from time to time, and we have had a reasonable time within which to act upon it. Notwithstanding termination, any Image transmitted through the Service shall be subject to this Agreement.

16. Amendment. We may change this Agreement at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a change is favorable to you, however, we may make the change at any time without advance notice. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, that may be deemed your acceptance of and agreement to the change.

17. Governing Law. This Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to federal law and the law of New York State. If state and federal law are inconsistent, or if the state law is preempted by the federal law, federal law governs.

18. Miscellaneous. We can waive rights under, and violations of, this Agreement without affecting other rights under, or other violations of, this Agreement. This Agreement supersedes your Deposit Agreement to the extent of any irreconcilable conflicts, and only with respect to the deposits made through the Service. The invalidity or illegality of any provision of this Agreement will not affect the remainder of this Agreement.

Apple and iPhone are registered trademarks of Apple Inc.

Schedule A
End User License Agreement

The Adirondack Trust Company ("Application Provider") is willing to license the **Mobile Capture Application** ("Application"), to you ONLY IF YOU ACCEPT ALL OF THE TERMS IN THIS END USER LICENSE AGREEMENT ("License"). Application Provider is not willing to make the Application available under any other terms or subject to any conditions.

BEFORE YOU CHOOSE THE "**I AGREE**" BUTTON BELOW, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE. BY CHOOSING THE "**I AGREE**" BUTTON YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF TO THE TERMS OF THIS LICENSE AND (2) CONSENTING TO BE BOUND BY THIS LICENSE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE, OR DO NOT REPRESENT THE FOREGOING, CHOOSE THE "**DECLINE**" BUTTON, IN WHICH CASE YOU WILL NOT AND MAY NOT RECEIVE, INSTALL OR USE THE APPLICATION. Any use of the Application other than pursuant to the terms of this License is a violation of U.S. and international copyright laws and conventions.

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2. Ownership of Application. This License does not convey to you an interest in or to the Application, but only a limited right of use revocable in accordance with the terms of this License. The Application is NOT sold to you, and all rights not expressly granted herein are reserved to Application Provider and its licensors. Application Provider and its licensors own all right, title and interest in and to the Application. No license or other right in or to the Application is granted to you except for the rights specifically set forth in this License. You hereby agree to abide by United States copyright law and all other applicable laws of the United States and other nations and by any applicable international treaties.

3. Consent to Use of Data. You agree that Application Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Application. Application Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

4. Termination. This License is valid until terminated by you or Application Provider. Application Provider may terminate the License at any time or for any reason. Your rights under this License will terminate immediately if you breach any term of this License. Upon termination of this License, you shall immediately cease all use of the Application and destroy all copies, full or partial, of the Application.

5. No Warranty. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLICATION ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLICATION PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF

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6. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL APPLICATION PROVIDER BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPLICATION PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

7. Export Controls. You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

8. U.S. Government End Users. The Application is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Application with only those rights set forth herein.

9. Governing Law. The laws of the State of New York, excluding its conflicts of law rules, govern this License and your use of the Application. Your use of the Application may also be subject to other local, state, national or international laws.