

# Mobile Deposit Disclosure

After you login to Mobile Banking, you may apply for Mobile Remote Deposit. With this service, you may deposit funds in your Mobile Account by capturing checks through a mobile application and sending images of the front and back of those checks ("Check Images") to us in accordance with this Annex (funds deposited in your Mobile Account through the transmission of Check Images are "Electronic Check Deposits"). We may impose limits from time to time on the amount or number of Electronic Check Deposits you are permitted to make. We may suspend, revoke or terminate your ability to use this Service without prior notice for reasons including, but not limited to, suspected fraud; or checks returned as non-negotiable. You may not initiate Electronic Check Deposits from a location outside the United States. You may not deposit funds through the Electronic Check Deposit Service that would cause your Mobile Account balance to exceed the maximum balance allowed on your Mobile Account. In addition, if we have notified you that you are terminated or suspended from using the Electronic Check Deposit Service, you may not submit a Check Image for depositing to your Mobile Account.

## **Checks Eligible for the Electronic Check Deposit Service**

In order to be eligible to be transmitted to us through the Electronic Check Deposit Service, a check must meet all of the following requirements:

- i. The check must be a paper check made payable only to you;
- ii. The paper check must be payable on demand and drawn on or payable in U.S. dollars at a Financial Institution whose corporate headquarters is located in the United States;
- iii. The paper check must not be dated more than 30 days from the date you submit the Check;
- iv. The paper check must be properly endorsed by you in a manner substantially similar to the following: the date of endorsement, your signature, and the words **"via mobile deposit"**;
- v. The paper check must not have been previously deposited with any financial institution, or deposited to the Mobile Account or any other prepaid Mobile Account or used as a source document for any electronic image that has been transmitted to any financial institution; and
- vi. The paper check cannot be future or post dated.



Examples of items that are not eligible for the Electronic Check Deposit Service include: checks drawn on banks located outside the U.S., travelers checks, checks payable in a currency other than U.S. currency, savings bonds, promissory notes, warrants, gift certificates, customer appreciation certificates, counter checks, credit Mobile Account, starter checks, conditional endorsement offers ("by endorsing this check, you agree to purchase a product and/or service"), checks payable to a person other than you (even if the check is endorsed over to you), fraudulent checks, or checks you should have known are fraudulent, checks containing alterations of any kind, checks we believe may not be paid by the paying bank, any other type of item that we determine from time to time to refuse to accept through the Electronic Check Service.

#### **Requirements**

Each Check Image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the



technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. and Verifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

### **Receipt of Deposit**

All Check Images processed for deposit through Mobile Remote Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive a Check Image, we will confirm receipt via email to you. We will not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the Check Image contains no errors. We are not responsible for any Check Image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

**All Electronic Check Deposits are subject to our verification and final inspection and may be rejected by us for any reason.**

### **Your Representations and Warranties**

Each time you transmit a Check Image to us for Electronic Check Load, you are deemed to have made the same representations or warranties to us that would have applied if you had negotiated the original paper check to us, and all representations or warranties that we must make under applicable law, clearinghouse rule, regulation, operating circular, agreement or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a substitute check created from the Check Image. In addition, you make the following specific representations and warranties:

- i. The Check Image is a complete and accurate representation of the front and back of a check which is eligible for Electronic Check Load under these Terms and Conditions.



- ii. The original check used to create the Check Image has not been previously transmitted to us as an Electronic Check Load or deposited with any other financial institution or loaded to any other prepaid Mobile Account, duplicated or used to create another image or electronic fund transfer.
- iii. The Check Image satisfies our image quality standards, as we may establish them from time to time.
- iv. All information you have provided to us is accurate and complete.
- v. No subsequent transferees of the Check Image or any substitute check (including without limitation, a collecting or returning bank, drawer, drawee, payee or endorser) shall sustain a loss as the result of the fact that the Check Image or substitute check was presented for payment or returned instead of the original paper check.
- vi. You are a person entitled to enforce the check, all signatures on the check are authentic and authorized, the check has not been altered or forged, the check is not subject to a defense or claim in recoupment of any party that can be asserted against you, and you have no knowledge of any insolvency proceeding against the drawer.
- vii. You are acting in compliance with this Annex and all applicable laws and regulations.

#### **Retention of Original Check**

When the Check Image you have submitted to us for electronic deposit has been credited to your Mobile Account, you must mark the original check with the word "VOID" in ink which cannot be erased, and you must retain the physical check securely for a period of 60 days. You must store the check securely, using precautions at least as secure as you would use to protect blank checks. You must make the original paper check available to us at our request at any time. If you fail to produce the original check within 10 days of our request during the 60-day period, you authorize us to deduct the amount in question from your Mobile Account, regardless of whether such deduction may result in a negative balance on your Mobile Account, and to pay any associated fees. At the expiration of the 60-day period, you must securely destroy the original paper check by cross-shredding or another commercially reasonable means of destruction.



### **Returned Checks**

You agree that we may debit your Mobile Account for the amount of any Check Image that is returned to us unpaid.

### **Customer Indemnification**

With respect to the use of Electronic Check Loads and each Check Image you transmit to us, in addition to any other indemnification obligations that you may have pursuant to other agreements with us, you will indemnify and hold us harmless, our licensors and providers of the Electronic Check Load Service, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) your wrongful acts or omissions, or any person acting on your behalf (including without limitation your authorized processor, if any), in connection with your use of the Electronic Check Load Service or processing of items under these Terms and Conditions, including without limitation (a) your breach of any provision, representation or warranty of these Terms and Conditions, (b) the negligence or willful misconduct (whether by act or omission) by you or any third party on your behalf, (c) any misuse of the Electronic Check Load Service by you, or any third party within the control or on your behalf, (d) your failure to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on us by, any clearing house, or any governmental entity, arising out of or connected with any item processed by us at your instruction; (ii) any act or omission by us that is in accordance with these Terms and Conditions or instructions you; (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Check Image to us; (iv) any loss or corruption of data in transit from you to us; (v) any claim by any recipient of a substitute check corresponding to a Check submitted by you under these Terms and Conditions, that such recipient incurred loss due to the receipt of the substitute check instead of the original Check; or (vi) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of this Annex.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Intuit, Inc. (Intuit) and Verifi



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