



**UNION**  
STATE BANK  
*Built for Better Banking*

## Mobile Remote Deposit Capture User Agreement and Disclosure

This Mobile Remote Deposit Capture User Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Mobile Remote Deposit Capture Services ("Services"). It also describes the rights and obligations of Union State Bank ("Bank", "we", "us", or "our"). Please read this Agreement carefully. By requesting and using the Services, you agree to comply with the terms and conditions of this Agreement.

### Definitions – The following definitions apply in this Agreement:

**"Check"** - A negotiable instrument drawn against deposited funds, to pay a specified amount of money to a specific person upon demand. For purposes of this Agreement, "check" (as defined in Regulation CC) means a negotiable demand draft that is drawn on:

- Or payable through or at an office of a bank or credit union;
- A Federal Reserve Bank or a Federal Home Loan bank;
- The Treasury of the United States;
- A state or local government that is not payable through or at a bank or credit union;
- A United States Postal Service money order; or
- A traveler's check drawn on or payable through or at a bank.

**"Image Replacement Document"** (IRD) - A negotiable instrument used in electronic banking systems to represent an original, physical paper check.

**"Item"** - An instrument or a promise or order to pay money handled by a bank for collection or payment. The terms "check" or "item" may be used interchangeably. The term does not include a payment for ACH or wire transfers.

**"Ineligible Items"** – Items that cannot be deposited using this Service.

**"Dishonored"** – Any check or item that is returned unpaid by the bank on which it was drawn.

### Description of Product

The mobile remote deposit capture Services is designed to allow you to make deposits to your checking, savings, or money market savings accounts using compatible and supported mobile phones and/or other compatible and supported wireless devices by capturing an image of checks and delivering the images and associated deposit information to Bank via our Mobile Banking application provided to you through our Online Banking Services.

### Eligibility

The Services requires that you have an internet enabled iPhone or Android phone with a camera, be enrolled in our Online Banking Service and have downloaded our latest version of Mobile Banking app. In order to enroll in the Service, you must meet the eligibility criteria for the Service as determined by the Bank and have at least one deposit account. Eligibility includes, but not limited to, being a customer of the Bank for at least 90 days or longer with an active checking, savings, or money market account.

### Acceptance of these Terms

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. You may be prompted to accept or reject any material change to this Agreement the next time you use the Services after Bank has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement.

Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services; or to modify the scope of the Services at any time. We further reserve the right to refuse to make any transaction you request through the Services. You agree and understand that the Services may not be accessible or may have limited utility over some networks, such as while roaming.

### **Limitations of Services**

When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, immediately and at any time without prior notice to you.

### **Hardware and Software**

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software. Bank is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

### **Fees**

A fee shall be charged for the Services. Current fees for the Services are shown on addendum A. You are responsible for paying the fees for the use of the Services. Bank may change the fees for use of the Services at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize Bank to deduct any such fees from any Bank account in your name.

### **Compliance and Indemnification**

You agree to use the products and Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit "**eligible items**" (those listed below) for deposit and will handle the original items in accordance with applicable laws, rules and regulations.

Any image of a check that you transmit using the Services must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements.

You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item, either eligible or ineligible, being dishonored.

In the event any item that you transmit for remote deposit that is credited to your account is dishonored, you authorize us to debit the amount of such item from your account.

You understand and agree that the Services may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at Bank branches or by mailing the original check to Bank at our current address. It is your sole responsibility to verify that items deposited using the Services and Application have been received and accepted for deposit.

Processing of transactions may be limited based on our normal hours of operation, or those of third-party financial Services organizations involved in a transaction.

### **User Warranties and Representation:**

You make the following warranties and representations with respect to each image of an original check you transmit when utilizing the Services:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.
- You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- The information you provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
- You have not knowingly failed to communicate any material information to us.
- You have possession of each original check deposited using the Services and no one will submit, or has submitted, the original check for payment.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact us regarding such error or breach as set forth below.

### **Eligible Items**

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

The following lists describe items which may and may not be used with the Services:

#### Eligible Items

- Checks drawn on U.S. financial institutions
- Checks payable to multiple parties if the deposit account is owned by the same parties
- Money Orders
- Traveler's Checks
- Cashier's Checks

#### Ineligible Items

- Checks not properly endorsed by all payees
- Foreign items
- Savings bonds
- Checks payable to another person
- Items that are missing processing information, such as illegible or missing account or bank routing numbers
- Items that have been previously electronically captured and endorsed
- Pay on sight items
- Remotely created checks
- Altered checks
- Checks that are postdated or more than six (6) months old
- Cash

### **Endorsements and Procedures**

You agree to properly endorse any Eligible Item transmitted through the Services as "For Mobile Deposit Only" with your account number and signature(s). You agree to follow any and all other procedures and instructions for use of the Services as Bank may establish from time to time.

## **Retention, Safeguarding and Disposal of Original Checks**

You agree to retain each check for which you transmit an image for at least fourteen (14) calendar days from the date of transmission. After that 14-day period, you agree to destroy the check, mark it "VOID" or otherwise cause it to be incapable of further transmission, deposit or presentment by any means. You agree that you will take all necessary precautions to safeguard any checks until they are destroyed. During the time that the checks are retained, you agree to promptly make any item available to Bank upon request.

## **Availability of Funds**

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC as explained in the initial disclosure to you when establishing your account. In general, if an image of an item you transmit through the Services is received and accepted before 5:00 p.m. Central Time (or Central Daylight Savings Time, if in effect) 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. Properly presented checks deposited using the Services will generally be made available the next business day following the day of deposit.

## **Deposit 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. The current daily dollar limit is \$2,500.00 per day. There is an item limit of 5 per day. The maximum item amount per day is \$2,500.00. The current rolling 30-day dollar limit is \$5,000.00. Daily and monthly deposit limits may vary for users of other Services.

## **Errors in Transmission**

By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

## **Image Quality**

The image of an item transmitted to Bank using the Services must be legible, as determined in the sole discretion of Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Bank, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

## **Presentment**

The manner in which the items are cleared, presented for payment, and collected shall be in Bank's sole discretion subject to the Agreement governing your account.

## **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 deposited through the Services in your possession and your records relating to such items and transmissions.

## **Termination**

We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes, or you use the Services in a manner inconsistent with the terms of your Bank Services Agreement.

## **Enforceability**

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not

affect our rights with respect to any other transaction or our rights to modify the terms of this Agreement. If any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

### **Ownership and License**

You agree that Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content; and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

### **Legal Compliance and Export Restrictions**

You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Services and Application may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable U.S. and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

### **Liability and Indemnity**

**Bank's responsibility and liability to Customer for any liabilities, claims, losses, costs, expenses (including attorney's fees and costs) or damages of any kind, including without limitation direct or indirect, special, incidental, consequential and punitive damages, arising in connection with any aspect of the Services, including but not limited to the use or the inability to use any Services feature, or any failure, error, omission, interruption, defect, delay in operation or transmission, computer viruses or malware, or any line or system failure related to the Services, are strictly limited to those expressly provided by applicable law. CUSTOMER AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY UNION STATE BANK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND ALL PERSONS IN PRIVACY WITH IT FROM AND AGAINST ANY LIABILITIES, CLAIMS, LOSSES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS) OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, ARISING IN CONNECTION WITH ANY ASPECT OF THE SERVICES, EVEN IF THE LOSSES RESULTED FROM THE NEGLIGENCE OF THE PARTIES INDEMNIFIED HEREIN. BANK'S LIMITED RESPONSIBILITY AND LIABILITY AS SET FORTH HEREIN CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT IN LIEU OF ALL OTHER REMEDIES, WHETHER EXPRESSED OR IMPLIED AND WHETHER AT LAW OR IN EQUITY, AND BANK HEREBY DISCLAIMS, AND CUSTOMER WAIVES AND RELINQUISHES ITS RIGHT TO ANY OTHER REMEDY AND CLAIMS.**

### **Warranty Disclaimer**

We cannot foresee or anticipate all technical or other difficulties related to the application or Services. These difficulties may result in loss of data, personalization settings or other application interruptions. We assume no responsibility for any disclosure of account information to non-parties; or the timeliness, deletion, mis delivery, or failure to store any user data, communications, or personalization settings in connection with your use of the application.

We assume no responsibility for the operation, security, functionality or availability of any computing device or network which you utilize to access the application or use Services.

You agree to exercise caution when utilizing the application on your computing device and to use good judgment and discretion when obtaining or transmitting information.

The Services and application provided hereunder is provided "as is," with all warranties disclaimed, including, all express or implied warranties, implied warranties of merchantability, fitness for a particular purpose, and any similar warranty whether said warranty arises under provisions of any law of the United States or any state thereof. There are no representations or warranties that the software is free of rightful claims of any third party for infringement of proprietary rights. The entire risk associated with the use of the Services and licensed application shall be borne solely by you.

There is no warranty that the Services and application will meet your requirements, that access to the Services will be uninterrupted, timely, secure, error free, or that any defects in the Services and application will be corrected. You acknowledge that any data or information downloaded or otherwise obtained or acquired through the use of the Services and application are at your sole risk and discretion and we will not be liable or responsible for any damage to you or your property. You acknowledge that it is your responsibility to follow proper backup procedures to protect against loss or error resulting from use of the Services and licensed application.

No advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly stated in this agreement.

Some jurisdictions do not permit the disclaimer of certain implied warranties, so certain of the foregoing disclaimers may not apply to you.

## **Addendum A**

### **Fee Schedule**

- \$5 enrollment fee per user
- 5 free mRDC deposits per account, per statement cycle, with a charge of \$0.75 per deposit thereafter