



MOBILE DEPOSIT TERMS & CONDITIONS

DEFINITIONS

- "You" and "your" means: (i) a person who has enrolled in both the Bank's Online Banking service and the Mobile Deposit Service for personal use, or (ii) a small business entity (or its authorized representative, as applicable) that has enrolled in both in the Bank's Online Banking Service and the Mobile Deposit Service for business use by that authorized representative.
- "Bank," "we," "us" and "our" mean Centinel Bank and its successors or assigns.
- "Account" means your deposit account with us to which you are authorized to make a deposit using Hardware.
- "Hardware" 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.
- "Check 21" means the Check Clearing for the 21st Century Act.
- "Check 21 Transaction" means an electronic payment transaction utilizing an "IRD" permitted by Check 21.
- "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, traveler's check, or money order 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 The Expedited Funds Availability Act and Regulation CC.
- "Service" means the mobile check deposit processing service provided to you under this Agreement.

1. MOBILE CHECK DEPOSIT 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 acceptable Hardware, and transmitting that Image to us for deposit.

2. HARDWARE AND SOFTWARE REQUIREMENTS.

You are responsible for the security of the Hardware, and for allowing its use only by individuals authorized by you. You agree to implement and maintain internal security controls to protect the Hardware and customer information.

You are responsible for all costs of using the Service and operating the Hardware, including, but not limited to cellular and internet service charges. You are responsible for maintaining the system's capacity and connectivity required for use of the Service.

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. Your deposit is deemed to have been received by the Bank when the Service generates a confirmation message.

5. FUNDS AVAILABILITY.

Funds from deposits made using the Service, may not be available for immediate withdrawal and are subject to Centinel Bank's Funds Availability Policy.

6. 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. Different limits may apply to small business entities.

7. INELIGIBLE ITEMS.

You understand that Centinel Bank is not obligated to accept for deposit any Check Image that in our sole discretion we determine to be ineligible for the Service. You must refrain from depositing ineligible items using the Service. Ineligible items include:

1. Checks or items that are not payable to you
2. checks or items that are payable to you and another party who is not a joint owner of the account in which the check is to be deposited
3. Checks or items that have been altered or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
4. Any image of a check that has already been deposited
5. Checks or items drawn on a financial institution located outside the U.S
6. Checks or items not payable in U.S currency
7. Checks or items dated more than six months before the deposit
8. Checks that are irregular in any way
9. Checks Payable to "Cash"
10. Travelers checks, money orders, savings bonds or postal money orders
11. Checks that have previously been returned for any reason
12. Checks or items for which you are aware that a stop payment order has been issued or for which there are insufficient funds
13. Checks that exceed the maximum daily or monthly aggregate deposit limits described in this agreement.
14. Checks that are postdated (dated for a future day)
15. Checks or items that are remotely created checks, as defined in Reg CC.

8. 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.

9. HANDLING OF TRANSMITTED ITEMS.

You agree to properly endorse all Items that you deposit using the Service and to include in the endorsement the words "**For Mobile Deposit Only, Centinel Bank Account #_____**" with the account number to which the Item will be deposited. 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. In addition, you may be suspended from the Service.

10. RETENTION AND DESTRUCTION OF TRANSMITTED ITEMS.

You agree to retain the Item for **14 calendar days** from the date of deposit acknowledgement, and thereafter to securely and irretrievably destroy any Item of which you have transmitted an Image. If we return an Item to you unpaid for any reason (for example, because payment was stopped or there were insufficient funds to pay it) you agree not to redeposit that Item via the Service.

11. COOPERATION WITH INVESTIGATIONS.

You agree to cooperate with us in the investigation of transactions, including 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.

12. 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 received your deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free.

13. FEES.

You are responsible for paying the fees for use of the Service as the Bank may charge 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. Please refer to the Centinel Bank Fee Schedule, for fees applicable for the use of the Service.

14. INTELLECTUAL PROPERTY.

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

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 and we have had a reasonable time 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.

18. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

19. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CENTINEL BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

20. USER WARRANTIES AND INDEMNIFICATION. You warrant to Centinel Bank that:

- a. You will only transmit eligible checks and items that you are entitled to enforce. All checks and items will include all signatures required for their negotiation.
- b. Images will meet Centinel Bank's image quality standards.
- c. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- d. All information you provide to Centinel Bank is accurate and true, including all images transmitted to Centinel Bank accurately reflect the front and back of the check or item at the time the image was captured.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

g. You will use the Service only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. You agree to indemnify and hold harmless Century Bank from any loss for breach of this warranty provision or the terms of this Agreement.

You may obtain a copy of this agreement through your Online banking account or by contacting a Centinel Bank Representative at (575)758-6700.

****END OF TERMS AND CONDITIONS****

Version 1