

## **Better Banks Mobile Deposit Terms & Conditions**

This mobile deposit terms & conditions (“agreement”) applies to our mobile deposit service provided to you by better banks (the “service”). In this agreement, the terms "you" and "your" refer to the account holder(s) authorized by better banks to use the service, all persons authorized to sign on the account holder(s) deposit accounts, and anyone else who uses the service with the permission of the account holder(s). The terms “bank”, “we,” “us,” and “our” refer to better banks.

***Your use of the services constitutes your acceptance of this agreement.***

The service allows you to use a compatible camera-enabled mobile phone or device (“mobile device”) to scan original checks or other deposit items that meet our required standards (“checks”) and electronically transmit images of the checks and associated deposit information to the bank for deposit to your designated account(s).

### **Eligibility requirements**

#### **Requirements for mobile deposit eligibility:**

- Must be enrolled in online banking and mobile banking.
- Mobile check deposit is available for checking & savings accounts only
- The bank reserves the right to deny eligibility or revoke access at any time.
- Valid email on file with bank.
- You must use an iPhone, iPad or Android devices to use mobile deposit.

#### **Hardware and software requirements:**

In order to use the service, you must obtain and maintain, at your sole cost and expense, a compatible mobile device that is acceptable to bank and a wireless plan from a compatible carrier. The bank is not responsible for your mobile device or the systems or applications you need to use the services. You are solely responsible for all recommended maintenance, repairs, upgrades and replacements. The bank is not responsible for, and you release the bank from, any and all claims or damages resulting from, or related to, any computer virus, unauthorized access or other problems associated with using your mobile device, e-mails, text messages, or the internet. The bank hereby advises you and you hereby agree to scan your mobile device, hardware and software on a regular basis using a reliable virus detection product in order to detect and remove viruses and harmful malware.

#### **Limits:**

Deposit up to \$10,000 a day. Up to 100 checks per day.

#### **Endorsement procedures:**

Endorse any check transmitted through the service with for mobile deposit only”.

#### **Funds availability:**

The funds for the checks that you deposit through the service are not memo posted and are subject to next day availability. The funds for all accepted checks will be available in accordance with the bank’s availability of funds disclosure, as amended from time to time.

The deposit cut-off time for the service is 4:00 pm central standard time (CST). If you complete the scanning and transmission process, checks that you deposit before the cut-off time on our business days will be considered as received that same business day. Checks that are received by us through the service after the cut-off time on a business day, or on any day that is not a business day, will be considered as received by us on the next business day.

### **Check requirements**

Information on the check. Any image of a check that you transmit through the service must accurately and legibly provide all of the information on the front and back of the check at the time it was presented to you.

The following are **not** acceptable for deposit:

- Checks payable to any person or entity other than you (sometimes referred to as 3rd party checks)
- Checks containing an alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner
- Checks payable to two or more persons jointly, unless deposited into an account jointly owned by all payees
- Checks that are reproductions of the original check (e.g., substitute checks)
- Checks drawn on a financial institution located outside of the United States
- Checks not payable in United States currency
- Checks dated more than 6 months prior to the date of deposit
- Checks that are marked non-negotiable or which are damaged, illegible or incomplete
- US Treasury checks
- Checks that have previously been deposited and returned unpaid for any reason
- Checks that have previously been negotiated, submitted through the service, or through a remote deposit capture service offered at any other financial institution
- Checks that do not bear the actual signature of the person on whose account the check is drawn (i.e., remotely created checks)

#### **Image quality:**

You are responsible for transmitting to the bank an accurate image of the front and back of each check you are depositing and for assuring that the information you transmit with the image accurately reflects the image. Images must be completely legible and satisfy the standards the bank requires from time to time. Bank's requirements include, but are not limited to, ensuring that the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the micr line; and all other information placed on the check prior to the time an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

#### **Rejection of deposits by the bank:**

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion. The bank is not liable for any service or late charges that may be imposed against you due to the bank's rejection of any deposit. In all cases, you remain responsible for any loss or overdraft and any applicable fees that result from the rejection of any deposit. You acknowledge and agree that, while bank normally provides notice of rejected deposits, the bank may reject any mobile deposit in its sole discretion without notice to you, and will not be liable for any such rejection or failure to notify you of such rejection. If bank rejects a mobile deposit, you may attempt to deposit the original check at a branch.

#### **Checks returned unpaid**

You are solely responsible for verifying that checks that you deposit through the service have been received and accepted for deposit by the bank. The bank will provide you with notice of any deposits that it is unable to process because the check(s) was returned unpaid by the payer financial institution. In the event that the bank credits your account for a check that is subsequently returned by the paying bank, you authorize the bank to debit the amount of such check plus any associated fees from the account.

#### **Storage, security and destruction of checks.**

You agree that once a check has been deposited through the service, you will securely store the original check for at least 30 calendar days from the date of deposit until you receive the statement with the deposit image. You agree that while the original check is in your possession, you agree to use a high degree of care to safeguard the original check to ensure that (a) only authorized persons shall have access to the original check, (b) the information contained on such checks shall not be disclosed, (c) checks will not be duplicated or scanned more than one time, and (d) checks will not be deposited or negotiated in any form. During this retention period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original paper check available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your account, regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees.

Upon bank's request from time to time, you will deliver to bank within three (3) business days, at your expense, any original check in your possession. If not provided in a timely manner, the amount of the check may be reversed from your account. To properly destroy an original check, first mark it "void" and then destroy it by cross-cut shredding or another method that assures complete destruction of the item. You agree to notify bank immediately if any original check is lost or stolen before it is destroyed.

**Your responsibility:**

Each time you make a mobile deposit you represent and warrant to bank that:

The check being deposited is payable to and endorsed by you, reflects a bona fide payment to you by the drawer of the check and is not being deposited, directly or indirectly, for the benefit of any other person or entity; you are not aware of any reason that the check being deposited will not be paid; and as to each check being deposited: (1) you are a person entitled to enforce the check; (2) the check has not been altered; (3) the check bears all indorsements applied by parties that previously handled the check in any form (if any); and (4) no person will be charged for the check, or another paper or electronic representation of the check, such that they will be asked to make payment for a check that they have already paid. You also accept the same responsibilities and liabilities for each deposited check and the item that bank converts it into that you would have had if you had deposited the original check in person.

Disclaimer of warranties:

Use of the services is at your own risk. The services and all information provided via the services are provided on an "as is" and "as available" basis. Bank disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Bank makes no warranty that the services will be uninterrupted, timely, secure, or error-free.

**Limitation of liability:**

The bank is not responsible for your communications, instructions or mobile deposits unless and until bank actually receives them in a readable form. You agree that bank will not be liable for any indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses arising out of or related to the services or this agreement, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise) and regardless of whether bank has been informed of the possibility thereof. Bank is not responsible for any failure or delay in performance caused by an event beyond its reasonable control, such as but not limited to, an act of god, flood, fire, electrical, equipment or communications failure, or third party act or omission. Bank is not responsible for the actions, failures or insolvency of other banks or for the loss, destruction or interception of items or information in transit. Any claim, action or proceeding arising out of this agreement or the services (including claims related to any error that you have previously given bank notice of) must be commenced within one year from the first occurrence of the event giving rise to the claim, action or proceeding.

Indemnification:

You agree to indemnify, defend and hold the Bank harmless from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (including reasonable attorneys' fees) arising out of or related to: (i) any third party claim made against Bank that arises out of or relates to any Check, item, image or other incoming work Bank receives from you; (ii) any other third party claim based on Bank's provision of the Services to you, including any claim arising out of responsibility that Bank has to others for handling or being associated with any Check, item, image or other transaction on your behalf; (iii) your acts or omissions or breach of this Agreement; or (iv) Bank acting on your requests, communications, instructions or Authentication Method. You are not required to indemnify the Bank for its own willful misconduct.

**Complete Agreement:**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior communications and agreements between the parties with respect to that subject matter, except that the terms of conditions governing your deposit account with Bank shall continue to apply. To the extent that these terms conflict with any separate deposit account terms, these terms control.