

Farmers Bank of Milton Mobile Deposit Capture Terms and Conditions

Service. The Remote Deposit Capture service (“Service”) is designed to allow customers (“You”) to deposit checks to you checking and savings account (“Account”) with Farmers Bank of Milton (“Bank”) using approved mobile devices. Checks are scanned using the camera on the mobile device and securely transmitted to the Bank for review and deposit. By using the Service, you authorize the bank to convert checks to images or create substitute checks for the purpose of clearing the check.

Acceptance of these terms. By signing this agreement, available at any one of our 5 offices, or by accepting this agreement if provided electronically, you are agreeing to all of the terms and conditions outlined within it. This Agreement is subject to change. You will be notified of any changes to this Agreement. We will provide you with advance notice if any changes to this Agreement are required by applicable law.

Eligibility. Use of this Service is subject to Bank approval. We will review all accounts for which you are a signer in order to determine your eligibility for the Service. All new accounts must be in good standing for 90 days. If you are not eligible for this Service, we will notify you of our decision. The Bank may, at its sole discretion, revoke your eligibility for the Service at any time.

Fees. All fees for Remote Deposit Capture Services are waived. (Standard rates and fees from you wireless carrier may apply.)

Deposit Limits. Default deposit limits are \$1,500.00 per deposit and \$5,000.00 per day. We may reject you deposit if you attempt a deposit in excess of these limits. To inquire about a higher limit, please visit one of our branches or contact Farmers Bank of Milton at 502-268-5256.

Limitation of Service. When using the Service, you may experience technical or other difficulties. We are not liable for or responsible for any technical difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service immediately and at any time without prior notice to you.

Ineligible checks. You agree that you will not use the Service to scan and deposit any checks as listed below:

- Checks payable to any other person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks containing obvious alteration of any of the fields on the front of the check.
- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States Currency.
- Checks dated more than 6 months prior to the date of deposit or future-dated checks.
- Checks that are in any way incomplete.

- Checks on which the numerical and written amount are different.
- Checks that have been previously returned unpaid by the financial institution on which they are drawn, including substitute and remotely created checks.
- Checks that are payable to cash.

Image Quality. The image of a check transmitted to the Bank using the Service must be legible, as determined by the sole discretion of the Bank. The image must be of such quality that the following information can easily be read:

- The amount of the check.
- The payee.
- The drawer's signature.
- The date of the check.
- The check number.
- Information identifying the drawer and the paying bank that is preprinted on the check, including the routing number, account number and check number.

Endorsements. You agree to restrictively endorse any check transmitted through the Service as follows or otherwise instructed by the Bank. Your endorsement must include your signature and a restriction such as **"FOR MOBILE DEPOSIT ONLY"**. 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. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

Rejected Deposits or Returned Checks. You are responsible for any deposit made to your Farmers Bank of Milton Account. We reserve the right to reject any check transmitted using the Service, at our discretion, without liability to you. We are not responsible for checks we do not receive or for images that are dropped during transmission. It is your responsibility to verify that your deposit has been completed successfully by verifying the funds are available in your Account. Receipt of confirmation or funds does not mean that your Account will not be charged back for the amount of the deposit and any applicable fees under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

Funds Availability. In general, if an image of a check you transmit through the Mobile APP is received and accepted before 3:00 P.M. EST Monday thru Friday, on a business day we are opened, we consider that day to be the day of your deposit, however, we reserve the right to hold funds for availability for up to seven business days. Deposits made after the cutoff time will be considered made on the next business day we are open. Funds deposited using our Mobile APP will generally be made available in three business days from the day of deposit. Please refer to your Deposit Account Disclosure under the section of "Your Ability to Withdraw Funds" for more information on Reg CC funds Availability.

Disposal of Transmitted Checks. You agree to retain all checks you have deposited through the Service for at least 15 business days and, following the 15 day retention period, you agree to

dispose of your check in a manner which will ensure the check will not be presented again to the Bank or any other financial institution.

Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized access to your device. You will notify us immediately by telephone at 502-268-5256 with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible for the security of your mobile device. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or check image, or for the Bank's audit purposes. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or 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 retain all rights, title and interest in and to the Service, Software and Development made available to you.

Disclaimer of Warranties. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE 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 SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (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 SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOU AGREE AND ACKNOWLEDGE THAT NO EXPRESS WARRANTIES HAVE BEEN GIVEN.

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 OF THE INABILITY TO USE THE SERVICES 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WEATHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

User Warranties and Indemnification. You warrant to Bank that (i) you will only transmit eligible checks, (ii) images will meet the image quality standards, (iii) You will not transmit duplicate checks or checks previously deposited at a financial institution, (iv) you will not deposit or represent the original check, (v) all information you provide to Bank is accurate and true, (vi) you will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless the Bank from any loss from breach of the warranty provision.