

## ALLIANCE BANK & TRUST

### MOBILE REMOTE DEPOSIT CAPTURE AGREEMENT

#### I. Introduction

This is a legal agreement between you (the undersigned) and Alliance Bank & Trust that governs your use of the Bank's Mobile Remote Deposit Capture service.

We may offer additional Mobile Remote Deposit Capture Banking services and features in the future. Any such added Mobile Remote Deposit Capture Banking services and features will be governed by this Agreement and by any other terms and conditions provided directly to you when you enroll for the feature or service or published on our website at the time the new Mobile Remote Deposit Capture Banking service or feature is added. From time to time, we may amend these terms and modify or cancel any Mobile Remote Deposit Capture Banking services we offer without notice or liability to you, except as may be required by Law.

#### II. Definitions

As used in this Agreement and Mobile Remote Deposit Capture Banking Services, the following words have the meanings given below:

"Account(s)" means your eligible Alliance Bank & Trust checking, savings, or money market account information and other Alliance Bank & Trust products that can be accessed through the Service.

"Device" means a supportable registered mobile device, including a mobile device that is web-enabled, allows secure SSL traffic and also receives text messages. **Your wireless carrier may assess you fees for data or text messaging services. The Bank does not provide and is not responsible for necessary services that are provided by a third party. You are responsible to obtain and pay for necessary data or text messaging services and must consult your wireless plan or provider for all details relating to those services.**

"Mobile Remote Deposit Capture" or "the Service" or "MRDC" means the check deposit services accessible from the Device you have registered with us for Mobile Banking.

"Cut-off time" means 5:00 p.m. ET, Monday through Thursday, and 5:30 p.m. ET, Friday.

"You" and "Your(s)," means each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

"We," "Us," and "Bank" means Alliance Bank & Trust Company, Inc.

#### III. Mobile Remote Deposit Capture Service

**A. Description of Service.** MRDC is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by taking a picture of a check and delivering the images and associated deposit information to Alliance Bank & Trust's designated processor. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through MRDC. We also reserve the right to modify the Service at any time. We may exercise our rights under this Agreement without any notice or liability to you or any third party. MRDC Banking may not be accessible or

may have limited usefulness over some network carriers. In addition, the Service may not be supportable for all Devices. Alliance Bank & Trust cannot guarantee and is not responsible for any limits on the availability of data or text messaging services provided to you by your mobile service provider such as; data outages, limited service or "out of range" issues.

**B. Use of Service.** In order to use MRDC, you must review and follow the instructions provided on our website. **You are responsible for using MRDC Banking as instructed on our website.** You must contact your local branch directly if you have any problems with MRDC. We may change the Service from time to time or eliminate the Service at any time at our sole discretion. In the event of any change, you must make sure you understand how to use the Service as modified. If we eliminate the Service, you must access your accounts by the alternate methods we provide. You also must properly use your Device and protect it from misuse or improper use by a third party. Except as may be required by law, we are not and will not be responsible or liable to you or any third party for any losses or harm caused by your failure to properly use the Service, your failure to properly use your Device or your failure to protect your Device from improper use by a third party.

**C. Other Agreements.** When you use MRDC, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, your mobile service provider. This Agreement does not amend or supersede any of those agreements. Those agreements may provide for fees, or limitations and restrictions which can adversely affect or limit your use of MRDC (such as data usage or text messaging limits or charges imposed on you by your mobile service provider for your use of or interaction with MRDC). You alone, are responsible for all such fees, limitations and restrictions. The Bank has no responsibility for products and services provided by your mobile service provider or any carrier network. Accordingly, you must resolve any problems with your providers directly and without involving us. Any deposit account, loan or other banking product accessed through this Service is also subject to the disclosures provided at the time of Account opening as they may have been amended from time to time. You should review the disclosures carefully, as they may include provisions, transaction limitations, and fees which may apply when you use the Service.

**D. Fees.** The Bank may charge fees for use of the Service. For more information, refer to the schedule of fees appended to this agreement. You are responsible for paying any and all associated fees for the use of the Service. If funds are not sufficient to cover the fees to the account enrolled for MRDC, you authorize the Bank to deduct any such fees from any Alliance Bank & Trust account in your name as a single or joint party.

## **IV. Permitted Mobile Remote Deposit Capture Transactions**

**A. Eligible items.** You agree to scan and deposit only the types of checks that are allowed by this Agreement. When the image of the check transmitted to the Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item". You agree that you will not take a picture of a check and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Third party check or checks that a payee has endorsed over to someone else ("Pay to the order of").
- Checks containing an alteration on the front of the check or item, or which 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 is drawn

- Checks payable jointly, unless properly endorsed and deposited into an account in the name of all payees.
- Checks previously converted to a substitute check.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by law or otherwise not acceptable under the terms of your Alliance Bank account.
- Checks payable on sight or payable through drafts.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

*We reserve the right to reject any deposit.*

**B. Endorsements and Procedures.** Each 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. **You agree to restrictively endorse any and all checks transmitted through the Service WITH SIGNATURE(S) and the following wording: "MOBILE DEPOSIT TO [ACCOUNT #]" or as otherwise instructed by the Bank. We may reject this deposit if restrictive endorsement is not present.** 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 your 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. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to the disclosures governing your account.

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

**D. Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. Once received, we may process the image by preparing a "substitute check" or clearing the item as an image. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. By using the Service you assume the risk that an item may be intercepted or misdirected during transmission. Alliance Bank & Trust bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors. Each deposit is considered received when it has been collected by the Bank or its item processing service provider

**E. Availability of Funds.** You understand that checks deposited using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC until they are received by the Bank. Deposits are considered received when you receive through the Bank's mobile app confirmation of a successful deposit. Availability of funds will be determined according to the Bank's current Expedited Funds Availability Policy.

**F. Disposal of Transmitted Items.** Upon confirmation of posting of the deposit to your account, whether by Online Banking or an account statement, you agree to mark the deposited check "DEPOSITED" and securely store the check for at least 45 calendar days from the date of the image transmission. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested check in your possession. If not provided in a timely manner, the face amount of item will be reversed from your account. Promptly after 45 days has expired, you agree to destroy the check that you transmitted as an image by shredding or otherwise rendering it incapable of further transmission, deposit, or presentment. After destruction of the check, the image will be the sole evidence of the check. You agree that you will never re-deposit the original check.

**G. Returned Deposits.** Any credit to your account for checks deposited using MRDC is provisional. If a deposit through MRDC is dishonored, rejected or otherwise returned unpaid by the drawee bank, or is rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image; you agree that the check will not be returned to you, but that we may charge back the amount of the check plus any fees, and provide you with an image of the check, a paper reproduction of the check or a substitute check. You will pay us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate a check if it has been charged back to you. We may charge any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. You will pay us for all loss, cost, damage or expense caused by or relating to the item that has been rejected or returned.

**H. Your Warranties.** You make the following warranties and representations with respect to each image:

- Each image 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, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no other party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other harmful features that may have an adverse impact on our network, data, or related systems.

**I. 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. There is no daily or monthly statement cycle limit on the number of items. Deposit limits may vary for users of this and other services with Alliance Bank & Trust.

**J. Mobile Deposit Unavailability.** The Service may be unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software or for other reasons. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches, by night drop box or by the United States Postal Service.

## V. Your Additional Responsibilities

You represent and agree to the following by enrolling for MRDC or by using the Service:

**A. Account Ownership/Accurate Information.** You represent that you are the owner of the Accounts and other financial information which may be accessed via MRDC. You represent and agree that all information you provide to us in connection with the Service is accurate, current and complete, and that you have the right to provide such information to us. You must not misrepresent your identity or your account information at any time. **You must keep your account and contact information up to date and accurate.** You represent that you are an authorized user of the Device you will use to access the Service.

**B. Compliance and Law** You will use Mobile RDC for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit eligible items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

**C. 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 deposits. You will notify us immediately by telephone 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 may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement. We make no representation that any content or use of MRDC is available for use in locations outside of the United States. Accessing MRDC from locations outside of the United States is at your own risk.

You must take every precaution to ensure the safety, security and integrity of your account and transactions when using the Service. You must not leave your Device unattended while logged into the Service and must log off immediately at the completion of each access by you. You must not provide your username, password or other access information to any person who is not authorized by you to access an Account and to withdraw money from it. If other persons are able to use your Device, login information or other means to access the Service because of your intentional or negligent conduct, we will hold you responsible for any transactions they request and we process on an account just as if you make the transaction request yourself and we will not be liable for the damages resulting to you or any third party person. You must not use any personally identifiable information when creating shortcuts to your account.

**D. User Conduct.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

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, retain all rights, title and interests in and to the Services, Software and Development made available to you.

**E. No Commercial Use or Re-Sale.** You may use the Service only for use of access to your account information or request transactions on those Accounts. You may not make any commercial use of MRDC such as reselling, leasing, and renting or distribute access to MRDC and may not permit any third party to so use the Device.

**F. Indemnification.** You understand and agree to indemnify, defend and hold harmless Alliance Bank & Trust its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from and against third party claims, liability, damages, expenses and costs (including, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of this Agreement, (c) your action, omission or negligence, (d) a violation of any law or rights of a third party; or (e) your use, of MRDC or the Device, or, (f) use or modification of the Device or the mobile banking application by a third party or, (g) any other matter for which this agreement makes you responsible or liable. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or failure to follow this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

**G. Disclaimer of Warranties.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING 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 ANY REMOTE BANKING 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 ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**H. Limitation of Liability.** YOU AGREE THAT ALLIANCE BANK & TRUST 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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**I. Termination.** We may invalidate and terminate this Agreement at any time, for any reason and for no reason. Your rights under this Agreement terminate immediately if you fail to follow any term or condition of the Agreement. Upon termination of the Agreement you must immediately discontinue use of the Service and delete all copies of any software or application used by you to access the Service.

**J. Additional Terms.** No waiver of a provision of the Agreement by us will be considered to be a continuing waiver of the same or another provision of the Agreement. Any rights not expressly given by this Agreement to you are reserved by us. Your use of the Service may be subject to and you agree to comply with all applicable laws, regulations or rules.

**MOBILE REMOTE DEPOSIT CAPTURE SCHEDULE OF FEES**

**Fees for Simple Checking, Simple Savings, Basic Business Checking,  
Simple Business Checking and Simple Business Savings Accounts:**

One-time Enrollment Fee .....	\$5.00
Deposit Fee (per check) .....	\$1.00

**Fees for Prime Checking, Gold Checking, Interest Checking, Gold Savings, Young Savers,  
Business Interest Checking, and all Money Market Accounts:**

One-time Enrollment Fee .....	<i>waived</i>
Deposit Fee (per check) .....	<i>waived</i>