

## Citizens Bank Mobile Deposit Agreement

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING:

The Mobile Deposit Agreement (the “Agreement”) is entered into by Citizens Bank (the “Financial Institution”) and you (the “Customer”). The Agreement governs your use of the Mobile Deposit Service offered by Citizens Bank (the “Service”). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement. This Agreement supplements the Terms and Conditions Agreement and Disclosure (Account Agreement) you have entered into with the Bank, including but not limited to the “Funds Availability Policy”. In the event of a conflict between the terms of this Agreement and your Account Agreement the terms of this Agreement shall control as it regards to the provision of the Service.

Definitions – As used in this Agreement, the words “You” and “Your” means a person who has applied for the Mobile Deposit Service for personal use. “Bank”, “We”, “Us”, and “Our” mean Citizens Bank. “Account” means your deposit account with us to which you are authorized to make a deposit using a Capture Device.

1. **Description of Service.** Mobile Deposit allows you to deposit money into certain Citizens Bank accounts with your mobile device camera using the Mobile Application or “Mobile App”. To use Mobile Deposit, you must be a Citizens Bank account holder and have agreed to the Online Banking and Mobile Banking User Agreements. You may transmit deposits to us electronically only from a mobile capture device located in the United States.
2. **Limits and Fees.** This Service is provided at a fee of \$1.00 per deposit. This fee will be charged per deposit and all Mobile Deposit Fees will be debited from your account in which your mobile deposit transaction(s) occurred or from any account in your name. Use of the Service indicates your acceptance to pay the Mobile Deposit Fee. This Fee can be changed at any time per the Bank’s discretion. We will notify you at least 30 days before we increase the Mobile Deposit Fee. Internet data usage rates may apply from your Internet service provider or mobile carrier. Daily limit is \$1,000 per day with a per check limit of \$1,000. This Service is for consumer use, not business use.
3. **Hardware and Software Requirements.** To use Mobile Deposit, you must have a supported mobile device, such as a smartphone or tablet that is compatible with the Mobile Deposit App, with a camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device. You are responsible for the security of the mobile

device, and for allowing its use only by individuals authorized by you. We are not responsible for, and you release us from, any and all claims or damages resulting from, or relating to, any computer virus or related problems that may be associated with using the Service, email, or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems. We do not guarantee that all mobile devices and operating systems are compatible with the Service.

4. Types of Checks. You agree to scan and deposit only checks as the term “check” is defined in the Expedited Funds Availability Act as implemented by Regulation CC. In addition you agree to only scan items that are properly endorsed. You agree that you will not use the Service to scan and deposit any checks as shown below:

- Checks in amounts over \$1,000
- Checks not properly endorsed
- Checks payable to any person or entity other than you
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks containing alteration to any of the fields 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 or item is drawn.
- Checks previously converted to a substitute check, as defined in Regulation CC.
- Checks drawn or payable through any foreign bank or a financial institution located outside the United States, or checks not payable in United States currency.
- Checks that are remotely created, as defined by Reg CC
- Post-dated checks or Stale-dated checks
- Checks that are in any way incomplete, including but not limited to unsigned checks or not dated checks.
- Checks prohibited by the Bank’s current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account Agreement.
- Checks on which the numerical and written amounts are different
- Checks that have been previously returned unpaid by the financial institution on which they are drawn
- Checks that are payable to Cash
- Starter kit checks
- Money Orders, Cashier’s Checks, Travelers Checks, or Savings Bonds
- Credit Card Checks, Insurance Checks, and Tax Refunds
- Checks that have previously been submitted through a remote deposit capture service offered at another other financial institution

5. Endorsements. Endorsements must be made on the back of the check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must contain your signature. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. After receipt and acceptance of an item the Bank will add a virtual endorsement to the back of the item that states “Mobile Deposit”.

6. Receipt of Deposits. We reserve the right to reject any check transmitted through the Service, at our discretion, without liability to you. Citizens Bank is not responsible for processing or transmission errors that may occur, or for deposited items that we do not receive. We reserve the right to reject and to refuse to process any image you send to us for any reason or no reason, without prior notice to you. You can confirm that an image of a check was received by confirming via your Online Banking account under View Deposit History. Receipt of such confirmation does not mean that the transmission was error-free or complete, or that your account will not be charged back for the amount of the deposit if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn. You consent to the electronic delivery of hold and error in deposit notices. Notices may be sent to your e-mail address.

7. Cut-Off Times for Deposits. Deposits sent using Mobile Deposit may be “submitted” any time of day, weekend or holiday. However, deposits received by us after the daily cut-off time for electronic deposits will be deposited the next business day, provided that the deposit meets all requirements. Deposits submitted on holidays or weekends will also be deposited the next business day, provided it meets all requirements. The daily cut-off time for electronic deposits is 1:30 PM CST and is subject to change without notice to you.

8. Availability of Funds Deposited. The Bank’s general funds availability practices are to make funds from your mobile deposit available to you on the first business day after the day we receive your deposit. Refer to cut-off times above to determine the day your deposit is considered received by Citizens Bank. Refer to our Funds Availability Policy for more details on the availability of funds.

9. Image Quality. The image of an item transmitted to the Bank using the Services must be legible and contain images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read: 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 of 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). You may be instructed to deposit a check with poor image quality using other methods. You agree that we shall not be liable for any damages resulting from items with poor image quality, including those related to rejection of, or the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check or item.

10. Errors. You must notify us of any errors, or suspected errors, related to the items deposited through the Service as soon as possible after they occur, and in no event later than 60 days after the related account statement is sent. You can contact us by calling 573-237-3051 or by visiting a branch.

11. Deposit Limits. We may establish limits on the number of checks and/or the total amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice. Items transmitted that exceed your limits may result in a rejection of the deposit.

12. Returned Items. Any credit which we deposit into your account immediately following a Mobile Deposit Transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our fee schedule and Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your account. You are solely responsible for verifying that Checks that you deposit by using 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 Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. You understand and agree that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check to your account. You further agree that any image that we can charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

13. Handling of Transmitted Items. You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the

Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. 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. 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. If you fail to promptly provide the original check or a reasonable copy of the check in response to a request by us, you agree to request a new check for deposit from the check's originator. If you fail to provide any copy of a check and cannot obtain a new check from the originator you agree that we are authorized to debit your account for the amount of the check in question if we deem this action necessary. You will be solely responsible for any losses incurred as a result of a failure to promptly provide a retained check or replacement check in response to our request. We recommend that you retain the Item for a minimum of fourteen (14) calendar days from the date of the Image transmission, and thereafter to destroy each item of which you have transmitted. You must destroy the check by shredding or other means.

14. Rejected Deposits. 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, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. 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 Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being rejected. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

15. Security of Your Mobile Device. You are responsible for (i) maintaining the confidentiality and security of your Mobile Device, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, and (ii) preventing unauthorized access to or use of the information, files or data that your store, transmit or use in or with the Service. You agree not to supply your Access Information to anyone and to immediately notify us if you become aware of any loss, theft, or unauthorized use of any access information, including your Mobile Devices.

We reserve the right to deny you access to the Service if we believe that any loss, theft or unauthorized use of access information has occurred.

16. Limitations. When using Mobile Deposit, you may experience technical or other difficulties that are outside the control of Citizens Bank. We are not responsible for damages that you may incur as a result of these difficulties or unavailability of the Service. In the event you are unable to process a deposit to the Bank, for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures. You will transport or mail your deposit to the closest Bank location. The deposit of original checks at any office of the bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

17. Changes to the Service. We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of any agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors.

18. Termination. We may turn off the Service to you if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts and returned items or for other reasons at our sole discretion. You may terminate the Service by calling Citizens Bank at (573)237-3051.

19. Governing Law. You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Missouri.

20. Miscellaneous. We may waive enforcement of any provision of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

## Addendum

Citizens Bank (“Application Provider”) is willing to license the Mobile Deposit Application (Application”), to you ONLY IF YOU ACCEPT ALL OF THE TERMS IN THIS LICENSE AGREEMENT (“License”). Application Provider is not willing to make the Application available under any other terms or subject to any conditions.

BEFORE YOU CHOOSE THE “I AGREE” BUTTON BELOW, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE. BY CHOOSING THE “I AGREE” BUTTON YOU ARE CONSENTING TO BE BOUND BY THIS LICENSE.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE, OR DO NOT REPRESENT THE FOREGOING, CHOOSE THE “DECLINE” BUTTON, IN WHICH CASE YOU WILL NOT AND MAY NOT RECEIVE, INSTALL OR USE THE APPLICATION.

1. Representations or Warranties. You make the following representations and warranties to us:

- a. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country in the intellectual property rights of any third party.
- b. You will use the Service to transmit and deposit Images of Items only.
- c. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
- d. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
- e. Items have not been altered.
- f. Each Item bears all required and authorized endorsements.
- g. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of Missouri, in addition to any other warranties made by us to any third party under any applicable law.
- h. All Images accurately and legibly represent all of the information on the front and back of the Item.
- i. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn on your own account, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an

institution located outside of the United States, or (vi) that is created by you purportedly on behalf of the maker, such as a remotely created check.

- j. No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
- k. You will use this Service as required by this agreement.
- l. Your understanding that acceptance of the License Agreement is required for use of the Service.
- m. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.

2. Disclaimer of Warranties. YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTY SERVICE PROVIDERS) 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.

3. Ownership and License. You agree that Citizens Bank and its Third Party Service Providers, including Fiserv, Inc., retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, including the App. You may use the Service only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any technology used to provide the Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of the Service, in any manner contrary to the terms of this Addendum, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

4. Third Party Beneficiary. You agree that our Third Party Service Providers, including Fiserv Inc., may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of liability and that such Third Party Service Providers are, for the purpose of this



Agreement, third party beneficiaries to this Agreement with the power to enforce this Agreement.

5. Consent to Use of Data. You agree that Application Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Application. Application Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

6. Liability. The limitations of liability and remedies in this Section are in addition to, and not in lieu of, other limitations or remedies contained elsewhere in this Agreement.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR ANY BANK ACCOUNT AGREEMENT OR ACCOUNT DISCLOSURES TO THE CONTRARY, YOU AGREE THAT IN NO EVENT WILL THE BANK OR ANY THIRD PARTY SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, 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, 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 OR ANY THIRD PARTY SERVICE PROVIDER HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE PROVIDED BY LAW.

YOU ACKNOWLEDGE THAT, IN PROVIDING THE SERVICE, THE BANK MAY UTILIZE AND RELY UPON CERTAIN THIRD PARTY SERVICE PROVIDERS TO PROVIDE SERVICES TO THE BANK. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR RIGHTS UNDER THIS AGREEMENT SHALL BE SOLELY AND EXCLUSIVELY AGAINST THE BANK, AND YOU SHALL HAVE NO RIGHT OR RECOURSE AGAINST ANY THIRD PARTY SERVICE PROVIDER HEREUNDER WHATSOEVER, AND YOU HEREBY WAIVE ANY AND ALL SUCH RIGHTS OF RECOURSE, DIRECTLY OR INDIRECTLY, AGAINST ANY THIRD PARTY SERVICE PROVIDER.

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

8. Governing Law. The laws of the State of Missouri govern this license and your use of the Application. Your use of the Application may also be subject to other local, state, national and international laws.